

Address
Shop 1
160 Rinaldo Centre
Glen Anil
Durban 4319

P.O.Box 3414
Sunningdale
Kwa Zulu-Natal
4051

**Skylite Trading 97 cc
T/A Bi-Rite Foods
Vat Reg No. : 4890259809**

Fax: 031-5641447 Tel

Mail :orders@birite.co.za
Acc: debtors@birite.co.za

**APPLICATION FOR A 7 DAYS CREDIT FACILITIES INCORPORATING A DEED OF SURETY
& STANDARD TRADING TERMS AND CONDITIONS**

**Application for Days Credit facilities with SKYLITE TRADING 97 cc T/A BI-RITE FOODS
having registration number CK 2011/080356/23 (hereinafter referred to as "the Creditor")**

A. APPLICANT'S DETAILS :

FULL NAME OF APPLICANT (please attach letterhead)

TRADE NAME OF APPLICANT: _____
TEL: _____ E.MAIL_acc _____
BUSINESS ADDRESS: _____
SUBURB: _____ TOWN _____ PROVINCE: _____
Residential Address _____ CODE: _____
V.A.T. NUMBER: _____ CO. / CC NO: _____
REGISTERED OFFICE : _____
BANKERS: _____ BRANCH: _____ A/C NO: _____

B. COMPANY INFORMATION :

SOLE OWNER _____ PARTNERSHIP _____ TRUST _____ PTY LTD _____ CC _____ (PLEASE TICK)

YEAR COMMENCED BUSINESS: _____

ANNUAL TURNOVER OF THE APPLICANT : R _____

NAME AND ADDRESS OF AUDITORS/FINANCIAL OFFICERS: TEL

TEL _____
MAIL _____

C. PERSONAL DETAILS OF DIRECTORS/MEMBERS/PARTNERS :

NAME, ADDRESS & CONTACT NUMBER :

1. _____
2. _____
3. _____

Applicant_Signature _____

Applicant Signature-----

IDENTITY NUMBER :

****Copies of Identity Documents must
be attached.***

<u>D. TRADE REFERENCES :</u>		
<u>NAME:</u>	<u>TELEPHONE:</u>	<u>OFFICE USE:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Maximum Credit Limit Required: (important)R_____

PLEASE NOTE :

PAYMENT TERMS: ALL ACCOUNTS DUE not later then 7 DAYS From WEEKLY statement

The Applicant (or its duly authorized agent/representative) hereby apply for credit facilities with the Creditor and in consideration of the granting of such facilities the Applicant as well as the surety/ies (whose signatures appear below) do hereby irrevocably accept and consent to the following terms and conditions:

1. A certificate signed, *inter alia* by a manager or director of the Creditor reflecting the amount owing by the Applicant to the Creditor in respect of the credit facilities granted to the Applicant in terms hereof relating to the Applicant's dealing with the Creditor and of the fact that such amount is due, owing and payable shall be sufficient proof of the effects stated therein for the purposes of any action (whether by provisional sentence or summary judgment 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 due, owing and payable.
2. Notwithstanding the amount which may at any time be owing by the Applicant or the surety to the Creditor, the parties do hereby consent in terms of **section 45 of the Magistrates Court Act No 32 of 1944, as amended** to the jurisdiction of the Magistrates Court having jurisdiction for the determination of the action or proceedings otherwise beyond the jurisdiction of the said Court which may be brought by the Creditor against the Applicant and/or surety arising out of any transaction between the parties. It is recorded that the Creditor may, but shall not be obliged to bring action or proceedings in the said Court. The Applicant and the surety/ies agree that in the event that the Creditor has to institute action in terms hereof that the Applicant and the surety shall be liable to pay the Creditor's legal costs including collection commission and tracing fees on an attorney and own client scale.
3. In the event of the Applicant defaulting for any reason whatsoever in making payment of any amount which may become due, owing and payable, then the full balance outstanding (whether due or not) shall be immediately be deemed to have become due and payable to the Creditor without notice to the Applicant or the surety/ies.

DEED OF SURETYSHIP

4. I /we by my/our signature (which appears) below do in addition to all of the above terms and conditions, hereby bind myself in my private and individual capacity as surety and co-principal debtor with the Applicant in favour of the Creditor for the due performance by the Applicant of any obligation of the Applicant to the Creditor arising out of or associated with this application and any transaction flowing therefrom and for the payment to the Creditor of any amounts which may now be owing (at the date of signing) or at any time in the future be or become owing to the Creditor by the Applicant arising out of or associated with this application and any transaction flowing therefrom including any damages which shall include consequential damages.
5. This suretyship shall be a continuing covering guarantee/surety, which may only be cancelled in writing by the Creditor and then only provided that all sums owing by the Applicant (whether due or not) to the Creditor, have been paid in full.
6. I/we renounce the benefits of the legal exceptions "*non causa debiti*", "*ordinis sue excussionis et divisionis*" and cession of action, the force, meaning and effect of which I/we declare myself/ourselves to be fully acquainted.
7. I/We furthermore bind myself/ourselves irrevocably to the terms in clauses 1 to 3 above and to all the "**Standard Trading Terms and Conditions**" which are attached hereto or page insert the page numbers, all of which I /we confirm that we are entirely familiar and fully acquainted with.
8. I furthermore agree that should more than one person append his/her signature hereto, there shall come into existence a separate, distinct and independent contract of suretyship which is brought about by the fact of each separate signatory hereto and in the event that this suretyship is not binding on any one individual, then the obligations of the remaining signatories shall nevertheless remain of full force and effect.
9. I/We and the Applicant do hereby warrant that the information provided/submitted to the Creditor for the purposes of considering this application for credit facilities are true and correct in all respects.
10. I/We further warrant that there are no restrictions or impediments in executing the provisions contained in this application for credit facilities and suretyship.

APPLICANT : _____ **(FULL NAME)**

SIGNATURE _____

SIGNED BY THE APPLICANT OR ITS DULY AUTHORISED AGENT/REPRESENTATIVE AND BY MYSELF IN MY PERSONAL CAPACITY AS SURETY, WHICH SIGNATORY HEREBY WARRANTS THAT IN ADDITION TO BE AUTHORISED BY THE APPLICANT TO SIGN HE/SHE IS SIGNING AS SURETY FOR THE APPLICANT.

AS WITNESSES: -

SIGNATURE: _____ **FULL NAME:** _____

SIGNATURE: _____ **FULL NAME:** _____

SIGNED AT _____ **THIS** _____ **DAY OF** _____ **20** _____

<p><u>FOR OFFICE USE ONLY:</u></p> <p>Report from Bank _____</p> <p>Report from Credit Bureau _____</p> <p>Credit Departments Approval _____</p> <p>Authorised By: _____</p>	<p>DATE ACCOUNT OPENED _____</p> <p>Copy of Founding Statement _____</p> <p>Copy of CK1 or CK2 _____</p> <p>Copy of VAT registration _____</p>
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STANDARD TRADING TERMS AND CONDITIONS

SKYLITE TRADING 97 cc T/A BI-RITE FOODS

1. The Applicant and I/US (as surety/ies) (the signatories at p. 2) hereby choose our domicilium *citandi et executandi* for all purposes arising out of this application for credit facilities and Deed of Suretyship at the address stipulated at paragraph A on page 2 hereof.
2. If the Applicant should fail to object to any item appearing on the Creditor's statement of account within seven (7) days of the date of dispatch of the statements, the account shall be deemed to be in order and correct in all respects.
3. The Applicant undertakes to notify the Creditor in writing within ten (10) days of any change in ownership of the Applicant's business or should the Applicant be a Creditor or close corporation where either the majority shareholding or member's interest is affected, failing which notice the entire balance owing, whether due or not, will immediately become due and payable by the Applicant.
4. The Creditor shall not be liable for any damages, actual or consequential or otherwise arising out of goods supplied or any act or omission on the part of its employees or agents and the Applicant hereby indemnifies the Creditor against any claim whatsoever arising from such act or omission which may give rise to a claim for damages against the Creditor.
7. In the event that any order being given to the Creditor on an order form reflecting the name of the Applicant as the entity from which the order emanates, such order shall be deemed to have emanated from the Applicant notwithstanding the fact that such order may have been given or signed by a person not authorized by the Applicant.
8. Signature by the Applicant or by a representative of the Applicant of the Creditor's delivery note shall be regarded as acceptance by the Applicant that the goods reflected in the delivery note have been properly and completely delivered.
9. The Applicant agrees that where delivery of goods is to take place other than at the Applicant's chosen address, the Applicant shall provide the name and address of the recipient of the goods in a full and proper fashion and the Creditor shall not be held liable for any loss or incorrect delivery due to the name and address of the recipient being incorrectly completed.
10. The Applicant shall not be entitled to withhold payment of any amount owing to the Creditor pending the determination of any query raised by the Applicant.
11. This contract contains the entire agreement between the parties and no other terms and conditions whether express or implied are excluded herefrom and any variations, cancellations or additions to this contract shall not be binding or of any force and effect unless agreed to by the parties and reduced to parties.
12. Should the Applicant at any time be wound up, whether provisionally or finally, such liquidation or sequestration shall be deemed to be a material breach by the Applicant of this contract and any goods delivered by the Creditor to the Applicant and in respect of which payment has not been made as at the date of the winding up or sequestration (whether payment is due or not) shall immediately be returned to and recoverable by the Creditor wherever such goods may be found.
13. Any condonation of any breach of any of the provisions hereof or relaxation, indulgence or grace on the part of the Creditor shall not in any way operate as or be deemed to be a waiver of any of the Creditor's rights under this contract or be construed as a novation thereof.
14. The Creditor reserves the right at any time and without notice to the Applicant to withdraw or suspend the credit facilities granted by the Creditor.
15. Regardless of the place of execution performance or domicile of the Applicant or the surety/ies this contract or any amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.
16. The Applicant and any surety of the Applicant understands that the personal information given herein is to be used by the Creditor for the purposes of assessing the Applicant's credit worthiness. The Applicant confirms that the information given by the Applicant is accurate and complete. The Applicant and the surety agrees that they shall update the information as and when necessary to ensure that the accuracy and relevancy of the above information, failing which the Creditor shall not be liable for any inaccuracies.
17. The Applicant and the surety/ies confirm that the Creditor has their authority and consent at all times to contact and request information from any persons, credit bureau or businesses, including those mentioned in the application form and to obtain information relevant to the Applicant's credit worthiness including but not limited to information regarding the amounts purchased from a supplier, the length of time the Applicant has dealt with the supplier, the type of goods or services supplied and the manner and timing of payment.
18. The Applicant hereby consents to and authorizes the Creditor at all times to furnish personal and credit information concerning the Creditor's dealings with the Applicant to a credit bureau and to any third party seeking a trade reference regarding the Applicant in its dealings with the Creditor.
19. The Applicant (and the surety for the Applicant) hereby irrevocably indemnify the Creditor for any claim whatsoever against the Creditor arising out of the National Credit Act 34 of 2005 or any amendments thereto.