



REGISTRATION NUMBER 1998/25820/07

All business is undertaken in terms of the Company's Standard Trading Terms and Conditions. A copy of the Company's Standard Trading Terms and Conditions is available on request or alternatively at www.rohlig.co.za.

REGISTERED OFFICE:

Physical: 2 Price Lane
Extension 127
Meadowview
Business Estate
Linbro Park 2090

Tel: 0861 764 544 (RÖHLIG)
011 409 0300

Fax: 011 409 0400

Postal: P O Box 2987
Johannesburg
2000
South Africa

Reg. No. 1998/25820/07

BUSINESS CREDIT APPLICATION FORM

BUSINESS DETAILS

Full Registered name of Organisation ("Applicant"):

Trading name of Applicant (if applicable):

Registration no :

Holding Company (if applicable):

VAT Registration no.:

Date Organisation was established:

Type of entity: Private Company Other (specify) Close Corporation Partnership Trust Sole Proprietor

Street address Town Code

Postal address Town Code

Telephone no. Fax no.

Email address:

Applicant's Bank account details:

Bank name: Account name:

Account no.: Branch code:

Importer code:

Trade references:

1. Trade reference Tel no.
..... Email address:

2. Trade reference Tel no.
..... Email address:

3. Trade reference Tel no.
..... Email address:

4. Trade reference Tel no.
..... Email address:

Owners/Partners/Directors/Members

1. Identity No.

2. Identity No.

3. Identity No.

4. Identity No.



Payment terms required:

Credit limit required: R..... Payment terms: 7 days 15 days 30 days from date of statement

Contact in accounts department:

Name:..... Telephone no:..... Fax no:.....

Email address:.....

Judgments:

Have any civil judgments been entered against the applicant in the past five years or are there currently any civil proceedings pending against the applicant? If so, please give details:

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The Applicant hereby agrees to the Following Terms:

"The Company": means Röhlig-Grindrod (Pty) Ltd, Registration Number 1998/25820/07 or any of its holding, subsidiary, associated or affiliated companies, their successors in title and assigns.

1. The Company reserves the right at any time to cancel, withdraw, vary or amend any credit facility granted to the applicant, without prior notice. In the event that the Company withdraws or cancels such credit facilities, all amounts owing by the applicant to the Company will immediately become due, owing and payable.

2. In granting any credit facility, the Company shall be entitled to act either as agent or principal, at its election.

3. The applicant shall not be entitled to rely on the benefit of exceptio non causa debiti.

4. All credit facilities shall be subject to the terms and conditions of this credit application form which shall operate in addition to the terms on the reverse of the relevant sea transport document, as well the Company's Standard Trading Terms and Conditions, and tariffs, as amended from time to time, copies of which are available on request.

5. The decision whether or not to grant credit to the Applicant is in the sole discretion of the Company. A credit agreement between the Applicant and the Company will not have been concluded until the Company has communicated its acceptance of this credit application to the Applicant, which acceptance (or rejection, as the case may be) shall be communicated either orally or in writing.

6. The Applicant warrants that all the information contained in this credit application form is true and correct and authorises the Company to use any reasonable means to verify this information.

7. The Applicant warrants that its annual turnover exceeds the thresholds set out in the National Credit Act 34 of 2005 and the Consumer Protection Act 68 of 2008.

8. The Applicant indemnifies the Company and against any and all legal costs (on an attorney and own client scale), including tracing agency fees and collection charges incurred by the Company and in the event that it instructs attorneys to recover any amounts owing to it by the Applicant.

9. The Customer hereby consents to the non-exclusive jurisdiction of the High Court of South Africa, South Gauteng Local Division, Johannesburg, exercising its Admiralty Jurisdiction.

10. The Applicant shall be liable to pay interest on all overdue amounts, calculated daily and compounded monthly, at the prime rate of interest plus 2%.

11. 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.

12. 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 TMEOUSLY PAY ANY AMOUNT DUE.

13. The signatory in his/her capacity as surety hereby renounces all benefit arising from or out of the legal exceptions which may be applicable namely the benefits of "excussion", "division", "cession of action", "non causa debiti", "no value received" and "errori calculi", with the meaning, force and effect whereof the signatory acknowledges him/herself to be fully acquainted.

14. The Applicant nominates its street address set out above as its chosen domicilium citandi et executandi for service of any legal notices, pleading or documents.

15. 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.

16. Any agreement purporting to vary the terms and conditions set out herein or any consensual cancellation, shall not be valid unless reduced to writing and signed by a duly authorised director of the Company.

17. The Applicant hereby accepts and agrees that all business is undertaken in terms of the Company's Standard Trading Terms and Conditions, which terms and conditions the applicant acknowledges having read and understood. A copy of the Company's Standard Trading Terms and Conditions is available on request or alternatively at www.rohlig.co.za.

I, the undersigned do hereby warrant that I am duly authorised to make this Credit Application and to sign this agreement on behalf of the applicant and, in addition, **I sign this agreement in my personal capacity as surety and co-principal debtor with the applicant.**

Signed: Date:

For and behalf of the applicant AND in my capacity as **surety and co-principal debtor** Name:

Designation:..... Company's stamp:

Witness:..... Witness:

Name: Name:.....

FOR OFFICE USE ONLY

Account Number Assigned

Date Approved

Credit Limit Granted

Payment Terms Granted

Special Condition

Account Executive

Branch

SIGNED FOR AND ON BEHALF OF RÖHLIG GRINDROD (PTY) LTD

Name in full

Designation

Signature

Date