



NATAL ASSOCIATED CHEMICALS

TRADING AS DEKADE PAINTS

"Hereinafter referred to as the Creditor"

APPLICATION FOR CREDIT FACILITIES AND SURETYSHIP UNDERTAKING

**Directors: D.S Davie, P. du Plooy, M.P.J Masson,
R. Mahomed (B.Com.), G Perumal, N.E Shave**

Company Registration No: 79/01775/07


VAT Registration No: 4550101689

Registered Office: 183 Pietermaritz Street, Pietermaritzburg 3201

Postal Address: P.O. Box 100640, Scottsville 3209

Physical Address: 11 Portland Road, Mkondeni, Pietermaritzburg 3201

Telephone: 033 3869357 • Fax: 0331 386 7703 • E-mail: info@dekadepaints.co.za



FULL NAME OF APPLICANT (hereinafter referred to as the DEBTOR)

= INDICATE BY X WHERE APPLICABLE

Forms of business: Company Partnership Sole Trader C.C Other

Full Trading Name: _____

Registered Name of Company or C.C: _____

Registration No. (if applicable): _____

N.B: If Company or Close Corporation, Certificate of Incorporation/Founding Statement to be attached.

Classification of Trade: _____

Full Delivery Address: _____

(If more than one, kindly attach list thereof) _____

Full Postal Address: _____

E-mail Address: _____

Telephone Number/s & Cellular: _____

Fax Number/s: _____ VAT Registration No: _____

Premises: Rented Owned Bonded

Landlord's Name, Address & Phone Number: _____

Name in which bank account is operated: _____ Account Number: _____

Bankers: _____ Branch: _____

Name and Address of (Residential):

Sole Trader Members Partners Company Directors

Name	Address	I.D. No.
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____

ARE YOUR DEBTORS FACTORED OR CEDED? **YES** **NO**

IS YOUR STOCK ENCUMBERED OR CEDED? **YES** **NO**

How long has this Business Been inn Existence? _____ Years When did this owner take over? _____

Trade References:

Name	Telephone (Including dialing code)	Address
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____

Name of Person Handling Account: _____

Facility Required: R _____ Per Month

TERMS OF ACCOUNT:

The Debtor undertakes to make payment within 30 days from date of statement unless specifically granted other terms in writing.

TERMS AND CONDITIONS

The Debtor by his signature hereto acknowledges to be bound by the following terms and conditions which will be applicable to all agreements concluded between the Debtor and Creditor unless verified in writing:

1. a. Normal terms of payment 30 days from date of statement for current amount only and any extension of time allowed for payment will not prejudice those conditions.
- b. Any costs incurred by Dekade in collecting overdue payments will be borne by the Debtor and were credit limited or terms are exceeded. Dekade reserves the right to request guarantee or appropriate security.
- c. Ownership of goods supplied remains with Natal Associated Chemicals (Pty) Ltd until paid for in full, and may not be returned for credit after 7 days, or in the case of goods manufactured or ordered especially for client, unless agreed to in writing.
2. In the event of any amount payable by the Debtor not being paid in full on or before the due date, all amounts then outstanding by the Debtor to the Creditor shall immediately become due, owing and payable.
3. The Company shall be entitled to charge interest on all outstanding amounts at the maximum rate permissible from time to time in terms of the Usury Act, No.73 of 1968 or any subsequent amendment thereof. Such interest shall be calculated and capitalised on a monthly basis.
4. The Debtor hereby consents to the jurisdiction of the Magistrates Court, but notwithstanding same the Creditor may institute action in any other court at it's own discretion.
5. In the event of the Creditor instructing attorneys to collect any amount due by the Debtor, the Debtor shall be liable to pay all costs on an attorney client scale, collection charges and tracing fees which may arise.
6. The Debtor hereby chooses his domicilium citandi et executandi (elected address for service of documents) for all matters arising herefrom, the address appearing under delivery address above, and each Director chooses his domicilium citandi et executandi (elected address for service of documents) as the address appearing next to his name.
7. Credit facilities may be withdrawn by the Creditor at any time without prior notice, and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times.
8. All payments payable by the Debtor are to be made without deduction or demand and free of bank exchange to the Creditor at it's Head Office or any street address of branches, shown on the face of this application.
9. The Creditor shall not be bound by any bona fide errors and/or omissions made in relation to the Debtor's accounts or the charges made in respect thereof whether they can be in respect of arithmetical calculations, incorrect price quotations or otherwise.
10. No representative of the Debtor is authorised to vary any of the terms and conditions contained herein without the written consent of one of the directors of the Creditor.
11. This application constitutes the entire agreement between the Debtor and Creditor and no representation or variation or amendment to any of the terms and conditions contained herein shall be valid and binding on the Creditor unless reduced to writing and signed by both parties.
12. The Debtor warrants that no information has been withheld which, if disclosed would influence the decision of the Creditor to grant credit to the Debtor.
13. The Creditor may:
 - a. Perform a credit search on the Debtors record with one or more of the registered Credit Bureaux when assessing the applicants application for credit.
 - b. Monitor the Debtors payment behaviour by researching his/her record at one or more of the Credit Bureaux.
 - c. Use new information and data obtained from Credit Bureaux in respect of the Debtors future credit application.
 - d. Record the existence of the Debtors account with any Credit Bureaux.
 - e. Record and transmit of how the Debtor has performed, and how the account is conducted by the Debtor in meeting his/her obligations on the account.
14. Use information obtained from one or more Credit Bureaux to assess future credit applications by the applicant and members of his/her family.
15. The Debtor acknowledges and agrees that any information regarding his/her credit worthiness, defaults in payment to the Creditor, and details of how his/her account with the Creditor is conducted may be disclosed to any other Creditor of the Debtor or to one or more Credit Bureaux.

I the undersigned _____ warrant:-

1. That I am duly authorised to bind the Debtor and to sign this document.
2. That the above information is true and correct.
3. The Debtor shall be bound by the terms and conditions set out above.

DATED: _____ THIS _____ DAY OF _____ 20 _____

AS WITNESS

1. _____

2. _____

SIGNED IN MY PERSONAL CAPACITY AND FOR AND ON BEHALF
OF THE DEBTOR AND BY MY SIGNATURE HERETO I WARRANT
THAT I AM SO AUTHORISED TO SIGN THIS DOCUMENT

SURETYSHIP

I, The undersigned, do hereby bind myself to the Creditor, and it' successors and assigns as surety for the co-principal Debtor in solidium with the Debtor, and it's successors and assigns, for the due and punctual fulfillment and performance by the Debtor of all it's obligations to the Creditor howsoever arising and the due payment of all amounts (including damages) which may at any time, now or in the future, be or become owing by the Debtor to the Creditor.

Dated: _____ This _____ Day of: _____ 20 _____

AS WITNESS:

1. _____

2. _____

SIGNED IN MY PERSONAL CAPACITY

CREDIT APPLICATION FORM

That I, _____ in my personal capacity and for and on behalf of _____,

I being duly authorised thereto, hereby confirm as follows:

- i) That I have read the terms and conditions of the applicant for credit facilities and suretyship undertaking.
- ii) That the terms and conditions of the application and suretyship have been explained to me in an official language, of my choice, being _____
- iii) I understand and accept the terms and conditions of the said application and suretyship and I appreciate and accept the terms and conditions of the agreement and suretyship.

Dated at _____ on this _____ day of _____ 20_____

Signed by: _____

Witness 1 : _____

Witness 2 : _____

OFFICIAL USE

Account approval checks

Date: _____

OUTCOME

<input type="checkbox"/>	ITC	-	_____
<input type="checkbox"/>	BANK	-	_____
<input type="checkbox"/>	TRADE REFERENCES	-	_____
<input type="checkbox"/>	ID's	-	_____
<input type="checkbox"/>	CK / INCORPORATION FORMS	-	_____
<input type="checkbox"/>	SURETY	-	_____
<input type="checkbox"/>	CLIENT ACCEPTANCE SIGNED	-	_____
<input type="checkbox"/>	SOLE TRADE FORM	-	_____

Credit control recommendation:

 Approved
 Rejected

Directors comments and decision:

Signed: _____ Dated: _____

Representative: _____ Discount Quoted: _____

Applicant	Bank Code	Limit	Account No.

CREDIT APPLICATION FORM

PLEASE COMPLETE IF SOLE TRADER

Name: _____

ID No.: _____

Spouse Name: _____

ID No.: _____

Residential Address: _____

Tel: _____

Period of Residence: _____ Owner or Tenant: _____

Employer: _____

Address: _____

Tel: _____

Position: _____ Period of employment: _____

Net Salary: _____ No. of Dependants: _____

Type of car owned: _____ Year: _____ Reg. No.: _____

Name and Address of Employer of Spouse: _____

Married in or out of community of property: _____

Parents name: _____

ID No.: _____

Address: _____

Tel: _____

Details of immovable property: _____

Bond Holder: _____

Other sources of income: _____

Outstanding debts: _____

Pending legal proceedings: _____

Judgments: _____

Have you ever been provisionally or finally sequestrated? _____

Provide details: _____

Bank References:

Name: _____ Branch: _____

Current Acc.: _____ No.: _____

Savings Acc.: _____ No.: _____

Other Acc.: _____ No.: _____

Credit Cards: _____ No.: _____

Signed By _____

DATED AT _____ on this _____ day of _____ 20_____