



BRAND PLAN ADVERTISING CC/2000/0207

APPLICATION FOR CREDIT FACILITIES INCORPORATING CONDITIONS OF TRADING AND DEED OF SURETYSHIP

SECTION 1: APPLICANTS DETAILS

REGISTERED NAME OF APPLICANT:

.....

TRADING AS

POSTAL ADDRESS POSTAL CODE:

PHYSICAL ADDRESS.....

NATURE OF BUSINESS:

REGISTRATION No: (Attach copy of Certificate of Incorporation)

VAT No: (Attach copy of certificate)

REGISTERED ADDRESS:

.....

TYPE OF LEGAL ENTITY: COMPANY (PTY) LTD
PARTNERSHIP
PUBLIC COMPANY

CLOSE CORPORATION
SOLE TRADER

HOW LONG ESTABLISHED: Nr YEARS DATE OF REGISTRATION:

NAME OF PERSON HANDLING PAYMENT OF THIS ACCOUNT:

.....

TELEPHONE No: FAX No: E-mail:

CELL PHONE No:

SECTION 2: OWNERSHIP DETAILS

DIRECTORS/PARTNERS/OWNERS/MEMBERS.

1. NAME:

HOME ADDRESS:

I.D. NUMBER: (copy of ID please)

2. NAME:

HOME

ADDRESS:.....

I.D. NUMBER:.....(copy of ID please)

3. NAME:.....

HOME

ADDRESS:.....

I.D. NUMBER:.....(copy of ID please)

PLEASE STATE IF THE BUSINESS, PROPRIETOR, OR ANY OF ITS DIRECTORS / MEMBERS HAVE EVER BEEN LIQUIDATED/SEQUESTERED, OR HAVE EVER OFFERED A COMPROMISE TO CREDITORS.

NAME OF HOLDING COMPANY:

NAME OF ASSOCIATED COMPANIES:.....

NAME AND ADDRESS OF AUDITORS:

TYPE OF PREMISES IN USE: (Tick Applicable): SHOP FACTORY WAREHOUSE OFFICE BLOCK

ARE THE PREMISES: OWNED / RENTED

IF PREMISES ARE LEASED / RENTED PLEASE STATE NAME OF THE LANDLORD AS WELL AS CONTACT DETAILS:

SECTION 3: CREDIT LIMIT

ESTIMATED MONTHLY PURCHASES: N\$..... CREDIT LIMIT REQUIRED: N\$.....

BANKERS NAME: ACCOUNT No:

BRANCH NAME: BRANCH CODE:

ANNUAL TURNOVER (Please tick applicable)

Less than R1m R1m - R5m R5m - R10m Above R10m

SECTION 4: TRADE REFERENCES

REFERENCES:

1. COMPANY NAME:

CONTACT:

ADDRESS:

CONTACT NR:

2. COMPANY NAME:

CONTACT:

ADDRESS:

CONTACT NR:

3. **COMPANY NAME:**

CONTACT:

ADDRESS:

CONTACT NR:

SECTION 5: CONDITIONS OF SALE

BRAND PLAN ADVERTISING CC

(The person/company purchasing is hereinafter referred to as “the Customer” and Brand Plan Advertising CC as “the Company”)

SALES

1. All goods are sold by the Company upon the terms and conditions set out below, subject to any variations in writing between the Company and the Customer. Conditions stipulated by the Customer which are inconsistent with these conditions will be of no force or effect unless expressly accepted by the Company in writing.
2. Unless a specific quotation has been given, prices are in accordance with the latest Company price list, which is subject to change without notice and exclude Value Added Tax. All goods supplied will be charged at the price ruling at the time of delivery, unless covered by a specific quotation.
3. Under no circumstances shall the Company be responsible for loss of the Customer’s profit or for any consequential, indirect or any other damages of any nature whatsoever and from whatever cause arising.
Where the Company agrees to delay the delivery of goods at the Customer’s request, then payment for such goods will become due as though delivery had been effected, a further charge may be levied by the company to cover the cost of storage which will vary according to the period of delay.
4. All prices have been given against the quantities specified in the quotation/order. The Company reserves the right to alter such prices if quantities vary by more than 5% (five percent) for any particular unit.
5. Acceptance of all orders shall be subject to the Company being satisfied with the Customer’s financial arrangements and credit worthiness.
6. All goods supplied by the company shall remain the property of the Company until payment in full has been made.
7. All invoices are strictly net and are not subject to discounts or retentions.
8. Where execution of an order or part thereof is dependent upon information, sizes and other particulars being supplied by the Customer, the Company shall at the time of receiving such information, sizes and other particulars, have the right to review and adjust prices and delivery dates for such items. Where varying dimensions are submitted for a particular type of unit, the Company shall be entitled to charge at its sole discretion an appropriate surcharge.
9. The time stated for delivery is given in good faith and every reasonable endeavor will be made to adhere to it. However, time is not to be construed as the essence of the contract and no claim for cost or damages will be accepted by the company due to default or delay deliveries.
10. Under no circumstances may goods be returned to the company without prior written agreement. In the event of the Company agreeing to accept goods returned for credit, a handling charge will be levied.
11. Claims for shortages or damages must be notified to the Company within 24 hours after delivery of goods and confirmed immediately in writing otherwise no claim will be recognised.
12. Deliveries will be either by road transport to site or by courier. Delivery charges are included for the Windhoek area only. Once delivery has been effected, all risks shall immediately pass to the Customer.

PAYMENT

13. Accounts are to be paid upon demand. Where goods and/or services are supplied over a period that exceeds one month, then the Company shall be entitled to claim part payment on pro rata basis. Overdue accounts will be subject to interest at the maximum rate calculated from due date of payment.
14. In the event that the Company has agreed, as part of the Credit Facility, to grant a settlement or trade discount, such discount shall only apply where full payment is received by the Company following date of statement.
15. Payment shall be made by the Customer to the Company in Namibian currency, without deduction or demand and free from bank exchange. Under no circumstances shall any payment be deemed to have been received by the Company until the Company is in possession of, or funds have been cleared to the credit of the Company’s bank account. The onus remains on the Customer to effect timeous payments.
16. In the event of a dispute regarding any item or items on an invoice, only the disputed amount shall be withheld, the balance being paid by the due date. Payment may not be withheld pending the settlement of any dispute.
17. If any discounts have been agreed to in writing, such discounts shall be irrevocably forfeited if payment of the purchase price is not received by the Company on due date thereof. Discounts shall only be applicable to the net price of the goods, exclusive of value added tax.
18. Where payment is not received by the Company on or before the due date for payment or upon any other breach of these Conditions of Sale, then the Company shall have the right, without prejudice to any of its other rights, to suspend further deliveries until such payments are made or such breach is remedied.
19. The Company shall be entitled, at its sole option, to institute legal proceedings against the Customer arising from any cause whatsoever in any Magistrates Court which Court shall have jurisdiction notwithstanding that the claim, or the value of the matter in dispute may exceed the jurisdiction of such Magistrates Court. Further, the Customer agrees that it shall be liable for all legal costs on an attorney and client scale, including collection commission and other charges.
20. Notwithstanding anything to the contrary herein contained, should the Customer commit a breach of any of the terms and conditions contained herein or being a company should the Customer be placed in liquidation (whether voluntarily, compulsory, provisionally or finally) or “unable to pay its debts” as defined in the particular law, or being a natural person, should the estate of the Customer be assigned, surrendered or sequestered (whether provisionally or finally) or should the Customer commit any “act of insolvency” as defined in the Insolvency Act, as amended, or should the Customer compound or compromise or enter into any scheme or arrangement with creditors, or should any writ or attachment or execution be issued against the Customer, then and in any such event the Company shall have the right at its option to sue for any outstanding balance (whether or not due and payable) or forthwith cancel without prejudice to any claim for damages whether for breach of contract or otherwise contract or otherwise and repossess the goods.
21. Any indulgence, leniency or extension granted by the Company at any time shall not be construed as a novation or waiver of any of the rights of the Company hereunder.
22. All contracts shall be interpreted and construed in accordance with the laws of the Republic of Namibia whose courts shall have jurisdiction in respect thereof and in respect of any dispute whatsoever arising there from.
23. All communications from the Customer are to be directed to the Company in writing at Nr 2 Turn Park, Brahman street, Northern Industrial, Windhoek, Namibia. The Customer agrees that for the purpose of the domicilium citandi et executandi his address will be both the email address and the physical address stated above, and that either of these addresses may be used for purposes of notices in terms of this Agreement, court process, or other documents or communications of whatsoever nature.

APPLICANTS DECLARATION

I/We acknowledge that the information contained herein will be relied up by you to determine whether or not to open an account for me being a cash account, Thirty (30) days after date of invoice or a Thirty (30) days after date of statement account. I/We confirm that every item of information given is material for the aforesaid purpose and I/We warrant all answers and information are true and correct.

The applicant hereby warrants that completion of this credit application form gives Brand Plan Advertising CC the consent to:

- Carry out a credit assessment by performing a credit search on trade references & bank code from details submitted on the original credit application.
- To monitor the applicant's payment history by researching records at one or more credit bureau
- Use new information and data obtained in respect of the applicant's future credit reassessment
- The credit applicant acknowledges and agrees that any information regarding credit worthiness, defaults in payment and details of how the account is conducted may be disclosed to any other creditor or credit bureau

I/We, the undersigned, hereby understand and accept the aforesaid conditions of sales and do warrant that all the information recorded in the application is true and correct.

SIGNED at on this the day of 20.....

1.
Full Name
.....
Designation
.....
Signature
By a person who has the authority to legally bind the company

2.
Full Name
.....
Designation
.....
Signature
By a person who has the authority to legally bind the company

WITNESS

1.....
Full Name
.....
Signature

2.....
Full Name
.....
Signature



SECTION 6 DEED OF SURETYSHIP

I, BY MY SIGNATURE HERETO, HEREBY BIND MYSELF IN MY PRIVATE AND INDIVIDUAL CAPACITY AS SURETY AND CO-PRINCIPAL DEBTOR *IN SOLIDUM* WITH THE APPLICANT IN FAVOUR OF THE CREDITOR (BRAND PLAN ADVERTISING CC) FOR THE DUE PERFORMANCE OF ANY OBLIGATION OF THE APPLICANT AND FOR THE PAYMENT TO THE CREDITOR BY THE APPLICANT OF ANY AMOUNTS WHICH MAY AT ANY TIME BECOME OWING TO THE CREDITOR BY THE APPLICANT FROM WHATSOEVER CAUSE ARISING AND INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE AFOREGOING, ANY CLAIMS FOR DAMAGES AGAINST THE APPLICANT ACQUIRED BY WAY OF CESSION.

THE 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 THEN OWING BY THE APPLICANT (WHETHER DUE OR NOT) TO THE CREDITOR HAVE BEEN PAID IN FULL.

I HEREBY RENOUNCE THE BENEFITS FO THE LEGAL EXPECTATIONS *NON CAUSA DEBITI, ORDINIS SEU EXCUSSIONIS ET DIVISIONIS* AND "CESSION OF ACT" WITH THE FORCE, MEANING AND EFFECT OF WHICH I DECLARE MYSELF TO BE FULLY ACQUAINTED.

I FURTHERMORE BIND MYSELF IRREVOCABLY TO ALL OF THE TERMS AND CONDITIONS HEREOF.

IT IS RECORDED THAT IF MORE THAN ONE PERSON HAS APPENDED HIS SIGNATURE HERETO, THERE SHALL COME INTO EXISTENCE A SEPARATE DISTINCT AND INDEPENDENT CONTRACT OF SURETYSHIP/GUARANTEE WHICH IS BROUGHT INTO EXISTENCE BY EACH SEPARATE SIGNATORY HERETO. IF FOR ANY REASON THIS SURETYSHIP/ GUARANTEE IS NOT BINDING ON ANY ONE SIGNATORY, THEN THE OBLIGATIONS OF THE REMAINING SIGNATORIES SHALL NEVERTHELESS BE AND REAMAIN FO FULL FORCE AND EFFECT.

SIGNATURE OF SURETY 1. _____ **FULL NAME OF SURETY 1.** _____

SIGNATURE OF SURETY 2. _____ **FULL NAME OF SURETY 2.** _____

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

WITNESS

Signature _____ **Full Name** _____

Signature _____ **Full Name** _____