

BANTAM DISTRIBUTORS CC
21 SILVERSTONE CRESCENT
PO BOX 30763
KYLAMI BUSINESS PARK
KYLAMI
1684
TEL: (011) 466 3231 FAX (011) 466 3237
E-MAIL: sales@bantam.co.za
WEBSITE: www.bantam.co.za



Name of Representative _____

: **CONFIDENTIAL**

APPLICATION FOR CREDIT FACILITIES
(PLEASE PRINT)

FORM TO BE COMPLETED AND ORIGINAL RETURNED (NOT A COPY) BY HAND OR POSTED TO HEAD OFFICE, KYLAMI. A COPY OF THE APPLICATION, TOGETHER WITH COPY OF OWNERS ID AND VAT REGISTRATION CERTIFICATE, MAY BE FAXED TO EXPEDITE PROCESSING OF APPLICATION.

FULL NAME OF COMPANY / APPLICANT (Please attach letterhead)

CONTACT PERSON _____ TEL NO. _____ FAX . _____

EMAIL ADDRESS: _____

DO YOU OWN OR LEASE YOUR BUSINESS PREMISES? _____

LANDLORDS NAME AND TEL NO. _____

YOUR POSTAL ADDRESS _____

YOUR DELIVERY ADDRESS _____

VAT NO. (Please attach certificate) _____

TYPE OF COMPANY (Please circle below)
CC / (PTY) LTD / SOLE PROPRIETOR / PARTNERSHIP / OTHER

DATE ON WHICH YOU COMMENCED BUSINESS _____

NAME AND ADDRESS OF AUDITORS _____

FULL NAME(S), ID NOs **AND** ADDRESSES OF OWNER / DIRECTOR / MEMBER / PARTNER

TRADE REFERENCES (At least 3 current)
COMPANY NAME A/C NO. TEL NO.

1. _____
2. _____
3. _____

YOUR BANKING DETAILS
BANK _____ BRANCH _____ A/C NO. _____

CREDIT LIMIT REQUIRED _____

TERMS STRICTLY 30 DAYS

CONDITIONS OF SALE

- 1) I/We agree to notify the creditor in writing within seven (7) days of any change in ownership of my/our business or should we be a company any share transactions where the majority shareholding is affected.
- 2) I/We undertake to notify the creditor in writing of any changes if address of the principal place of business or of applicable registered office.
- 3) I/We acknowledge that although risk in all the goods sold to ourselves shall immediately pass upon delivery, ownership therein shall remain vested in the creditor until such time as payment has been made in full.
- 4) Goods returned will not be accepted for credit unless previous arrangements have been made with the creditor, who reserves the right to charge a handling fee of 10%.
- 5) I/We agree that I/We shall be stopped from denying the validity of an order where an official order has not been supplied if I/We have selected to place orders by phone or sent a representative to the creditor to place an order.

I the applicant or its duly authorised agent, do hereby apply for the credit facilities with BANTAM DISTRIBUTORS and in consideration thereof I hereby bind the applicant to the following conditions:

- 1) A certificate signed by the secretary or any director of BANTAM DISTRIBUTORS (the creditor) showing the amount owing by the applicant to the creditor in respect of the credit facilities granted to the applicant and of the fact that the amount is due and unpaid shall be of sufficient and satisfactory proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt
- 2) All overdue amounts shall bear interest at the rate of 24% per annum reckoned monthly from due date to date of payment.
- 3) Notwithstanding the amount which may at any time be owing by the applicant to the creditor, it is hereby specifically agreed 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 over the applicant for the determination of any action proceeding otherwise beyond the jurisdiction of the said court which may be brought by the creditor against the applicant out of any transaction between us, it being understood that the creditor shall be entitled but not obliged to bring any action or proceeding in the said court and that all costs including those on an attorney / client scale and attorneys collections commissions shall be paid by the applicant.
- 4) I, by my signature hereto (if the applicant is a company with a limited liability) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with the applicant company for the payment to the creditor of any amounts which may at any time become owing to the creditor by the applicant company from whatever cause arising. This guarantee shall be a continuing guarantee which may only be cancelled by me by notice in writing to the creditor and then only provided that all sums then owing by the applicant company (whether due or not) to the creditor have been paid in full. I renounce the benefit of the legal exceptions "non causa debiti", "ordinis sue excussionis et divisionis" and "cession of action" with the force meaning and effect of which I declare myself myself to be fully acquainted.

I also acknowledge that any certificate issued in terms of (1) above shall be binding on me in any action brought against me as surety and co-principal debtor.

- 5) I warrant that the information submitted in/with this application is true and correct, and that all other conditions of sale are as reflected herewith.
- 6) A unilateral reservation of ownership on any Invoice will not be recognized, this written agreement being signed by the parties duly authorised in terms of which a reservation of ownership is agreed upon.

SIGNED BY **OWNER** AND COPY OF OWNER'S IDENTITY DOCUMENT ATTACHED.

SIGNED BY: _____ PRINT NAME: _____

AT _____ ON THIS _____ DAY OF _____ 20____

SIGNATURE
WITNESS (1) _____ PRINT NAME _____

WITNESS (2) _____ PRINT NAME _____