

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



Name of Bantam's Representative _____

CONFIDENTIAL

APPLICATION FOR CREDIT FACILITIES

PLEASE NOTE : To enable this application to be processed, all questions must be answered and documents attached. The original signed form is required but, to expedite your application, email copy of completed and signed form, together with copy of Vat Registration Certificate or SARS VAT letter AND ID of person who signs form, to: info@bantam.co.za

POPIA (The Protection of Personal Information Act, 4 of 2013) : Bantam Distributors (Pty) Ltd values your privacy and is committed to keeping your personal information secure and confidential, using it solely to process this application and to carry out our legitimate business. (See also special note under Trade References)

PLEASE PRINT

FULL NAME OF **APPLICANT** (Tick to specify) COMPANY / CLOSE CORPORATION / SOLE PROPRIETOR / PARTNERSHIP
(Attach LETTERHEAD)

_____ Company Reg No. _____

TEL: _____ CELL: _____

EMAIL ADDRESS: _____ WEBSITE: _____

CONTACT PERSON _____

DOES APPLICANT OWN OR LEASE ITS BUSINESS PREMISES? _____

LANDLORD'S NAME _____ TEL NO _____

APPLICANT'S POSTAL ADDRESS _____

APPLICANT'S DELIVERY ADDRESS _____

APPLICANT'S STREET ADDRESS (TO SERVE AS *DOMICILIUM CITANDI ET EXECUTANDI*) _____

APPLICANT'S VAT NO. (Attach Certificate/SARS VAT letter) _____

TYPE OF BUSINESS ENTITY (Please tick) CLOSE CORPORATION / COMPANY / SOLE PROPRIETOR / PARTNERSHIP / OTHER

DATE ON WHICH APPLICANT COMMENCED BUSINESS _____

NAME AND ADDRESS OF AUDITOR _____

FULL NAME, ID and PHYSICAL ADDRESS of DIRECTOR / MEMBER / SOLE PROPRIETOR / PARTNER(S)

FULL NAME and DESIGNATION OF SIGNATORY (If signing on behalf of Applicant): (Attach COPY OF ID)

/TRADE REFERENCES ...

TRADE REFERENCES On the understanding that information received will be safeguarded and used solely for purposes of this application I, the applicant, have obtained consent to submit the names and telephone numbers of the following companies (3 current) for trade reference purposes :

1. _____
2. _____
3. _____

YOUR BANKING DETAILS

BANK _____ BRANCH _____ A/C NO. _____

CREDIT LIMIT REQUESTED _____

TERMS AND CONDITIONS

The applicant hereby applies for credit facilities with **BANTAM DISTRIBUTORS PTY Ltd** (hereinafter referred to as “the creditor”) and in consideration thereof the applicant binds itself to the following terms and conditions:

- 1) The credit facilities, if any, granted to the applicant by the creditor, shall be in the sole and absolute discretion of the creditor and shall be subject to change at any time, but will not in any event exceed 30 days.
- 2) The applicant acknowledges that although risk in all the goods sold to it shall immediately pass upon delivery, ownership therein shall remain vested in the creditor until such time as payment has been made in full.
- 3) 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%.
- 4) The applicant agrees that it shall be estopped from denying the validity of an order in circumstances in which an official order has not been supplied if the applicant has elected to place orders by phone or send a representative to the creditor to place an order, or placed an order in any other circumstances not giving rise to an official order.
- 5) A certificate signed by a duly authorised representative of the creditor certifying any amount owing by the applicant in terms of this agreement, or from any other cause of indebtedness, shall be sufficient evidence without the need for any further explanation on the part of creditor, of the amount due, owing and payable to the creditor and the date upon which the debt is due and payable. Such certificate shall be *prima facie* proof of the matters therein stated for all purposes, including for the purpose of obtaining default judgment, summary judgment, provisional sentence or any other order of court.
- 6) All overdue amounts shall bear interest at the rate of 2% per month reckoned monthly from due date to date of final payment.
- 7) In the event of the creditor instituting legal action against the applicant in any Court whatsoever, the costs thereof shall be paid by the applicant on the scale as between attorney and client.
- 8) **SURETYSHIP**: The signatory hereto on behalf of the applicant by his signature hereto (if the applicant is a company, close corporation, trust or other legal person) does hereby bind himself jointly and severally to the creditor as surety for and co-principal debtor with the applicant for the due, proper and timeous performance by the applicant of all its obligations howsoever arising, and for the payment to the creditor of any amounts which may at any time become owing to the creditor by the applicant from whatever cause arising. This suretyship so given may only be cancelled by the signatory by notice in writing to 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. Any certificate issued in terms of (5) above shall be binding on the surety in any action brought against him in his capacity as surety and co-principal debtor.
- 9) No indulgence or latitude by or failure on the part of the creditor to enforce any of the terms of this application, or any other rights it has, shall constitute a waiver of any of its rights, which shall not thereby be precluded from exercising any of its rights against the applicant which may have arisen in the past or which may arise in the future. The creditor is not bound by any warranty, representation, promise, term or condition not stipulated herein express or implied.

- 10) The applicant and the surety referred to in clause 8 above choose as their *domicilium citandi et executandi* for all purposes arising out of or in connection with this agreement, and in respect of all other contractual dealings with the creditor, the applicant's street address reflected on page 1 hereof, at which address all legal process and notices arising out of or in connection with this agreement, and/or in respect of any other contractual dealings with the creditor, may validly be served upon or delivered to the applicant and the surety.
- 11) Any reference herein to the singular includes the plural and vice versa; any reference to natural persons includes legal persons and vice versa; and any reference to a gender includes the other gender.
- 12) Once accepted by the creditor, this application shall give rise to an agreement, the terms and conditions of which shall not be capable of any variation, cancellation, alteration, waiver or suspension unless such variation, cancellation, alteration, waiver or suspension be reduced to writing and signed by both the applicant and the creditor.

SIGNED BY **OWNER/APPLICANT** (**PLEASE ATTACH COPY OF ID OF SIGNATORY**)

SIGNATURE: _____ (PRINT NAME) _____

AT: _____ ON THIS _____ DAY OF _____ 20 _____

WITNESS _____ PRINT NAME _____