

ROADWORLD CLEARING & FORWARDING PTY LTD

REG No: M2005/009570/07

VAT No: 4750219679



Application for the Opening of an Account Facility

Mission Statement

We pride ourselves in providing a personalised service to ensure our customers do not just become a number in a big corporate organisation.

Service is the cornerstone of our business!

www.roadworld.co.za

ROADWORLD CLEARING & FORWARDING (Pty) Ltd

Reg. No.: M2005/009570/07

Vat No.: 4750219679

Email: dir@roadworld.co.za

nca/01/2011

APPLICATION REQUIREMENTS

We kindly request that the below information and documentation is provided where applicable:

- **Original Application Form**
Completed in black ink please. The details on the application are essential to enable us to assess your application as soon as possible.
- **Resolution**
Please provide a resolution empowering the signatory to sight the application on behalf of your organisation.
- **Copy of Cancelled Cheque / Letter from the bank**
Please kindly provide us with a copy of a cancelled cheque or a letter from the bank on your company letterhead, stamped & signed confirming details of your bank account.
- **Letterhead**
Please kindly provide us with a copy of your letterhead.
- **Individual / Surety**
All directors/owners are required to complete and sign a suretyship agreement and attach copies of ID.
- **Vat Number**
Kindly provide us with a copy of your SARS Notice of Registration (VAT 103)
- **Trade References** (Not Telkom / Credit Card Institutions)
Suppliers

YOUR ASSISTANCE IN THIS REGARD IS APPRECIATED

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APPLICATION FOR CREDIT
INCORPORATING DEED OF SURETYSHIP
AND STANDARD CONDITIONS OF CREDIT

ACCOUNT NO _____

1.1 Full legal name of business:

1.2 Trading name (if different from legal name): _____

1.3 If a subsidiary, please state name of holding company: _____

1.4 Registration Number: _____

1.5 Vat Number: _____

1.6 Type of Entity: *Tick appropriate block*

Public Company

Private Company

Close Corporation

Partnership

Sole Proprietor

Trust

2.1 Postal Address: _____

_____ Code: _____

2.2 Physical Address ("domicillium"): _____

2.3 Telephone: _____ Area Code : _____

2.4 Cell number: _____

2.5 Fax: _____ Area Code: _____

2.6 Email (for freight): _____

2.7 Email (for accounts): _____

2.8 Previous forwarding / clearing agents: _____

3.1 Type of Freight requirements: *Tick appropriate block*

Imports Exports or Both

3.2 Type of Service: *Tick appropriate block*

Air Freight Sea Freight or Both

3.2.1 Importers code: _____ 3.2.2 Exporters code: _____

4. **Auditors / Accounting Officer:** _____
Name: _____
Telephone No: _____ **Area Code :** _____
Date of latest audited financial statements: _____

5. **Personal details of Directors / Members / Partnership or Sole Proprietor:**

FULL NAMES	IDENTITY NO.	RESIDENTIAL ADDRESS	HOME TEL NO.

6. **Trade References:**

NAME OF SUPPLIERS	ADDRESS	TELEPHONE NUMBER

7. **Bank:** _____
Branch Name: _____
Branch Number: _____
Account Number: _____
Year account was opened: _____
If less than 3 years, previous bank & account no: _____

8.1 **Credit Required per period:** _____

8.2 Type of Account: *Tick appropriate block*

7 Days 15 Days or 30 Days

9. TERMS AND CONDITIONS OF CREDIT

1. I, the Applicant, do hereby apply for credit facilities and in consideration whereof the Applicant hereby agrees to be bound by your Standard Terms and Conditions of Trade which are available on request and which are deemed to have been received and read by the Applicant.
2. The Applicant confirms that a certificate signed by the Secretary or any Director / Member of the Creditor showing the amount owing by the Applicant to the Creditor shall be *prima facie* proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purposes of any action (whether by way of provisional sentence, summary judgment or otherwise) proof of the debt on insolvency or for any other purpose whatsoever. Where the quantum of the Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.
3. The amounts not paid on due date (either on delivery, or in the case of approved accounts, within thirty (30) days of presentation of the invoices) shall bear interest, calculated at the rate of 2% per month calculated from the date upon which payment was due.
4. I/We certify that the information submitted above is true and correct.
5. I/We by my/our signature hereto (if the Applicant is a Company and/or Close Corporation) do hereby bind myself/ourselves jointly and severally in our personal capacities as surety and co-principal debtor with the Applicant for the payment to the Creditor of any amounts which are owing and may at any time become owing to the Creditor by the Applicant from whatever cause arising. This guarantee shall be a continuing guarantee and I/we can only be released in writing by the Creditor who will be obliged to release me/us in writing in the event of the Applicant and/or ourselves settling the Applicant's account with the Creditor in full. I/we hereby renounce the benefits of the legal exceptions "*non causa debet*", "*ordince seu excussionis et divisionis*" and "*cession of action*" the force and meaning and effect of which I/we declare myself/ourselves to be fully acquainted with. I/We also acknowledge that any certificate issued in pursuance of paragraph 2, above shall be binding upon me/us in any action brought against me/us as surety and co-principal debtor.
6. I/We undertake to notify the Creditor in writing of any change of address or our principal place of business and/or registered office, where applicable. The Applicant chooses as its "*domicilium citandi et executandi*" for the purposes of the service of all letters, notices, accounts, summonses and the like at the physical address being the principal place of business afore-referred to. The sureties and co-principal debtors choose "*domicilium citandi et executandi*" at the physical residential addresses which appear alongside their names afore-referred to in this agreement.
7. I/We agree that I/we shall be estopped from denying the validity of an order and that the person in our employ who placed the order did not have the authority to place such order.
8. I/We warrant that I/we are duly authorised to represent the Applicant and to bind the Applicant to these terms and conditions of trade.
9. I/We acknowledge that all goods are carried at my/our risk and that the Creditor shall not be liable in respect of any loss or damages either to the Applicant or to any other person, whensoever and wheresoever and howsoever, and whether through any act or negligence of the Creditor, its agents or servants or otherwise, such loss or damage occurs.
10. In the event that the Applicant at any time exceeds the credit limit, or in the event of any amount not being paid on due date (either on delivery, or in the case of approved accounts within thirty (30) days of presentation of the invoices), then the Creditor shall

have the right, in its discretion, to refuse to transport any goods for the Applicant without incurring any liability to any party in respect of such refusal and to withdraw the Applicant's Credit facilities and all amounts whether due for payment or not shall immediately be due, owing and payable.

11. The Applicant shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Applicant may have for compensation for loss or damage to goods, animals or other property, or for any reason whatsoever.
12. The Applicant is a juristic person whose asset vale or annual turn-over at the time of signing of this Credit Application, equals or exceeds the threshold value determined by the Minister as set out in the National Credit Act 34 of 2005 ("the NCA") and accordingly the provisions of Section 129 of the NCA are not applicable.
13. The Applicant consents to the Creditor sharing information on his account with the Creditor, with other credit grantors and credit information agents, information shared with such credit grantors is used to make credit granting decisions, to prevent fraud and manage risk.
14. The Applicant warrants that he is credit worthy and hereby authorises the Creditor and/or any of its representatives to verify his credit worthiness with any third party and/or credit bureau.

I/We acknowledge having read the above terms and conditions and without limiting the generality thereof, especially clause 5 and agree to be bound by all such terms and conditions

A complete version of Roadworld Clearing & Forwarding (Pty) Ltd Terms and Conditions can be found on our website www.roadworld.co.za

Full Name of signatory: _____

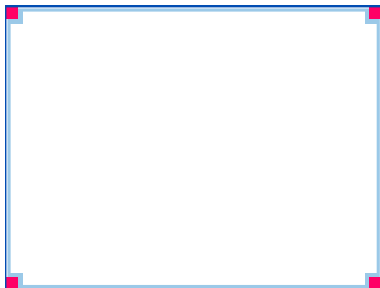
Capacity/ Position: _____

Signature: _____

(As in paragraph 5 above, and in my capacity as the duly authorised representative of the Applicant).

PLEASE NOTE THAT THE CONDITIONS OF TRADE MUST BE SIGNED. ONCE COMPLETED, THE ORIGINAL MAY BE HANDED TO YOUR REPRESENTATIVE OF OUR COMPANY OR POSTED. REGRET NO FAX COPIES. WE WILL GLADLY COLLECT ON REQUEST.

Dated at.....on the.....day of.....year.....



COMPANY STAMP

Resolution

At a meeting of the members / trustees / directors of _____
_____ (insert company name)

Held at _____ (insert place)

On the _____ day of _____ 20_____

It was resolved that _____ (insert name / s)

In his / her capacity as employee / member / trustee / director of _____
_____ (insert company name)

Be and is authorised to sign any and / or all documents to enable the company / close corporation / trust to enter into agreements with Roadworld Clearing & Forwarding PTY LTD for the purposes of freight forwarding and related fields.

Signed by all the members / trustees / directors

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____