

**NTOSHIMPE TRADING COMPANY  
(PTY) LTD.s**



# Application for Credit Facilities

**Ntoshmpe Trading Company (Pty) Ltd.**

15 Conway Street, P.O. Box 21336, Crystal Park 1515

Tel: 011 969 5872 Fax No. 086 527 9750 (herein after referred to as "the Company")

Co. Reg. No. : 2013/111 859/07

**Application for Credit Facilities**

Trading Name \_\_\_\_\_ (the "Purchaser")

Full Postal Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Domicilium Citandi Et Executandi (Physical Address) \_\_\_\_\_

---

Please indicate with a tick

|                |                 |                   |             |                 |
|----------------|-----------------|-------------------|-------------|-----------------|
| Public Company | Private Company | Close Cprporation | Partnership | Sole Proprietor |
|----------------|-----------------|-------------------|-------------|-----------------|

REGISTERED NAME OF COMPANY \_\_\_\_\_

CO. REG. No. \_\_\_\_\_

VAT No. \_\_\_\_\_

BANKERS \_\_\_\_\_ ACCOUNT No. \_\_\_\_\_

BRANCH \_\_\_\_\_ BRANCH CODE \_\_\_\_\_

NAMES OF COMPANY DIRECTORS/PARTNERS/MEMBERS:

|                    |                    |
|--------------------|--------------------|
| 1. Name _____      | 2. Name _____      |
| Res. Address _____ | Res. Address _____ |
| _____              | _____              |
| I.D. No. _____     | ID. No. _____      |
|                    |                    |
| 3. Name _____      | Name _____         |
| Res. Address _____ | Res. Address _____ |
| _____              | _____              |
| I.D. No. _____     | I.D. No. _____     |

Date of commencement of Business \_\_\_\_\_

Name of parent company (if applicable) \_\_\_\_\_

Premises:

|       |  |        |  |
|-------|--|--------|--|
| Owned |  | Rented |  |
|-------|--|--------|--|

Owners Name \_\_\_\_\_

Auditor/Accounting Officers name \_\_\_\_\_

Amount of monthly credit required: R \_\_\_\_\_

Name of buyer \_\_\_\_\_

TRADE REFERENCES

| NAME | TELEPHONE | CONTACT PERSON |
|------|-----------|----------------|
|      |           |                |
|      |           |                |
|      |           |                |

OFFICE USE ONLY

|     |                                   |
|-----|-----------------------------------|
| 1.1 | Company _____                     |
| 1.2 | Reference obtained from _____     |
| 1.3 | Value of purchase _____           |
| 1.4 | Payment History _____ Terms _____ |
| 1.5 | Age of account _____              |
| 1.6 | Other comments _____              |

|     |                                   |
|-----|-----------------------------------|
| 2.1 | Comapy _____                      |
| 2.2 | Reference obtained from _____     |
| 2.3 | Value of Purchase _____           |
| 2.4 | Payment History _____ Terms _____ |
| 2.5 | Age of account _____              |
| 2.6 | Other comments _____              |

3.1 Company \_\_\_\_\_

3.2 Reference obtained from \_\_\_\_\_

3.3 Value of Purchase \_\_\_\_\_

3.4 Payment History \_\_\_\_\_ Terms \_\_\_\_\_

3.5 Age of account \_\_\_\_\_

3.6 Other comments \_\_\_\_\_

**BANK REFERENCE SUPPLIED BY:**

Name \_\_\_\_\_ Limit \_\_\_\_\_ Code \_\_\_\_\_

Approval \_\_\_\_\_ Limit \_\_\_\_\_ Code \_\_\_\_\_

Completed by \_\_\_\_\_

Approved by financial director \_\_\_\_\_

TRADING TERMS AND CONDITIONS

1. The Client warrants that the above information is true and correct
2. Payment terms are 30 days nett from date of statement
3. Interest at 18% per annum charged and payable on any amount remained outside thirty (30) days after the date of statement as dealt with in 2 above.
4. The Company reserves the right to discontinue and summarily cancel any facilities in respect of which payment have fallen in arrears, and in the event of this being exercised, the full balance due and outstanding in respect of such credit facilities shall immediately become due and payable.
5. At the absolute discretion of The Company any legal action arising out of the granting of credit facilities to the applicant may be instituted in any Magistrate Court having jurisdiction by virtue of section 28 of the Magistrate's Court Act for the determination of any claim which the Creditor may at any time have against us arising out of the supply of goods and which would otherwise be beyond the jurisdiction of a Mgistrate's Court because of the amount of the claim.
6. In the event of The Company instituting any legal action for the recovery of any monies in respect of the granting of credit facilities in terms hereof, the Applicant shall be liable for all legal costs incurred in such legal action on a legal practitioner and client bases, and in addition any collection charges levied by The Company's Legal Practitioners in respect of any monies collected.
7. The Client that should it become necessary for the Creditor to proceed against us in a Court of Law at any time the whole amount outstanding on our account will immediately become payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the requested terms of payment and furthermore concede that this certificate signed by a director of the Creditor whose appointment a such need not be proved, shall be conclusive proof both of the debt as well as the amount owing.
8. I hereby agree that the ownership of all goods supplied by Ntoshmpe Trading Company (Pty) Ltd in full, should any amount/s be owing in respect of such goods supplied, Ntoshmpe Trading reserves the right to forthwith retake possession of such goods in any way and /or manner in which it, as its sole discretion, may deem fit.
9. Ntoshmpe Trading Company reserves the right to withhold products stored at our premises, as security against unpaid debts.

DECLARATION (*to be completed by the Owner/Director/Partner*)

I, \_\_\_\_\_ hereby certify that I am duly authorised by the abovementioned company / organization to make this application for credit facilities and further declare that I have read and understood the conditions upon which such facility would be conducted in the event of this application successful and accept such conditions on behalf of the applicant.

SIGNED \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

DATE \_\_\_\_\_

**SURETYSHIP (FOR PRIVATE LIMITED COMPANIES/PARTNERS/CLOSE CORPORATIONS)**

I/We the undersigned (Full names)

---

Do hereby interpose and bind myself/ourselves unto

**Ntoshmpe Trading Company (Pty) Ltd.**

(Hereinafter referred to as “ the Debtor”)

as surety/ies, jointly and severally in solidum, and co-principal debtor/s for the due payment by

---

(name of company)

(Hereinafter referred to as “the Debtor) to “the Creditor” of all such sums of money which may at any time or become owing by or claimable from the `Debtor to, or by the Creditor from any cause of debt whatsoever.

I/We renounce the benefits of the excussion and division with the meaning and effect whereof I/We declare myself/ourselves to be fully acquainted.

In the event of insolvency, liquidation, assignment or compromise of the Debtor, no dividends or payment which the Creditor may receive from the Debtor shall prejudices its right to recover from me/us to the full extent of this guarantee any sum which, after the receipts of such payments or dividends, may remain owing by the Debtor, provided this clause shall in no way oblige the Creditor to excuse the Debtor before proceedings against me/us and in any action by the Creditor under this clause may be taken without reference to me/us and such action shall in no way affect limit or prejudice my/our liability hereunder.

I/We hereby consent to the jurisdiction of the Magistrate’s Court having jurisdiction in terms of Section 45 of the Magistrate’s Court Act, in regard to any proceedings that may be instituted by the Creditor under this Suretyship, notwithstanding that the amount claimed may be beyond the jurisdiction of the Magistrate’s Court.

I/We hereby choose domicilium citadi et executandi at:

---

**THUS DONE AND SIGNED at:** \_\_\_\_\_ **on this** \_\_\_\_\_ **day**

**of** \_\_\_\_\_ **20** \_\_\_\_\_ **in the presence of the undersigned witnesses**

**As WITNESSES: Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

