

MUSTRADE NINETEEN (PTY) LTD T/A MUSTBUILD

REG NO: 1998/009624/07

SANDKRAAL ROAD
PO BOX 3353
GEORGE INDUSTRIAL
6536

TEL: 044 - 8758878

FAX: 044 - 8758891

APPLICATION FOR CREDIT FACILITIES (CONFIDENTIAL)

PLEASE NOTE:

- (a) To be completed by the Customer in print and black ink.
- (b) Every page to be initialled by the Customer and two witnesses and full signatures where required.
- (c) Every question to be answered or state n.a. ("not applicable".)
- (d) The application must be completed by each customer trading with the Creditor.
- (e) The details set out hereunder comprises the full details of the customer trading with the Creditor.
- (f) The customer, by signing this application, confirms that the contents are true and correct and declare such by his signature and will inform Mustrade Nineteen (Pty)Ltd T/A Mustbuild in writing, within 7 days of any changes.
- (g) **Mustrade Nineteen (Pty) Ltd T/A Mustbuild does not facilitate 60 days accounts.**

A) COMPUTER DETAILS OF APPLICANT/BUSINESS:

Registered name of business	_____		
Trading name	_____		
Postal Address	_____	Code	_____
Physical Address	_____	Code	_____
Telephone number	_____	Fax number	_____
Cell number	_____	e-mail address	_____
Bankers	_____	Banker Branch	_____
Bank account no	_____	Language preferred	_____
Date bank account was opened	_____		
Credit limit required: (Amount of total exposure)	R	_____	
Mustbuild sales person preferred	_____		
Special instructions to Mustbuild	_____		
Contact person and Tel No. for payment of accounts	_____		
METHOD OF PAYMENT: (EG CHEQUE, DIRECT DEPOSIT, ELECTRONIC TRANSFER)	_____		
DAY: (Following date of statement) ON WHICH PAYMENT COULD BE EXPECTED BY MUSTBUILD	_____		
Above information is necessary, as all non-payments are followed-up. Please fax proof of payments to Mustbuild.			

B) BUSINESS DATA - GENERAL

Form of ownership (Private Co/Partnership/Sole prop./C.C./Trust)		_____
Commence date of business / Date business acquired or bought		_____
Registration No	VAT Reg No _____	
Address of Property	_____	
in name of business	_____	
OR Landlord's name:	_____	Landlord Tel No: _____
Has the business ever had one of the following defaults:		(Mark with cross)
1 Guarantees in favour of Others	YES	NO
2 Sureties in favour of Others	YES	NO
3 Cessions in favour of Others	YES	NO
4 Notarial Bonds in favour of Others	YES	NO
5 Judgements against Business	YES	NO
6 Been in Liquidation	YES	NO
7 Been Sequestrated	YES	NO
8 Been Administrated	YES	NO
Registered address of head office	_____	
Tel head office	Contact person	_____
Auditor's name	_____	
Auditor's Tel no	Contact person	_____
Holding company	_____	
Names, Addresses and Tel No. of Subsidiary & Associated Companies		
1	_____	
2	_____	

C) TRADE REFERENCES

1 Name	_____	Tel No	_____
Credit limit & terms	_____	Contact person	_____
2 Name	_____	Tel No	_____
Credit limit & terms	_____	Contact person	_____
3 Name	_____	Tel No	_____
Credit limit & terms	_____	Contact person	_____

The applicant grants permission to Mustrade Nineteen (Pty)Ltd T/A Mustbuild to make contact with any of the references provided in this application and any Credit Bureau, for the purposes to assessing this application for credit facilities. Further the applicant grants permission for the references to supply to Mustrade Nineteen (Pty)Ltd T/A Mustbuild the information requested and the applicant accepts that Mustbuild will assess the creditworthiness of the applicant within the accepted practises of Mustbuild, the outcome of the assessment being at the sole discretion of Mustbuild.

I, the undersigned warrant that I am duly authorised by the Applicant to accept the Standard Terms and Condition of Sale as attached. I, the undersigned hereby bind myself personally, to and in favour of Mustrade Nineteen (Pty)Ltd T/A Mustbuild, as surety and co-principal debtor, jointly and severally for full amount due at any time and certify that the information contained in this Application for Credit Facilities is correct.

DETAILS PROPRIETOR/SHAREHOLDERS/DIRECTORS/PARTNERS/MEMBERS/TRUSTEES:

Full Name _____		Details of properties in own name:
ID No _____	1	_____
Home address _____		_____
Tel No (H) _____	2	_____
Cell No _____		_____
Date of appointment _____		_____
% Shareholding _____	3	_____
Married <input type="checkbox"/> cop <input type="checkbox"/> anc <input type="checkbox"/> (Please mark with cross)		_____
Please indicate with cross where applicable to you: Judgements/Liquidation/Sequestration/Administration/None		

2	Full Name _____		Details of properties in own name:
	ID No _____	1	_____
	Home address _____		_____
	Tel No (H) _____	2	_____
	Cell No _____		_____
	Date of appointment _____		_____
	% Shareholding _____	3	_____
	Married <input type="checkbox"/> cop <input type="checkbox"/> anc <input type="checkbox"/> (Please mark with cross)		_____
Please indicate with cross where applicable to you: Judgements/Liquidation/Sequestration/Administration/None			

3	Full Name _____		Details of properties in own name:
	ID No _____	1	_____
	Home address _____		_____
	Tel No (H) _____	2	_____
	Cell No _____		_____
	Date of appointment _____		_____
	% Shareholding _____	3	_____
	Married <input type="checkbox"/> cop <input type="checkbox"/> anc <input type="checkbox"/> (Please mark with cross)		_____
Please indicate with cross where applicable to you: Judgements/Liquidation/Sequestration/Administration/None			

THUS SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

AS WITNESSES: (Full names & Signature)	
1	_____
2	_____

APPLICANT:

(PRINT NAME)

(AUTHORISED SIGNATURE APPLICANT)

MUSTRADE NINETEEN (PTY)LTD T/A MUSTBUILD

STANDARD TERMS & CONDITIONS OF SALE

MUSTRADE NINETEEN (PTY)LTD T/A MUSTBUILD (hereinafter referred to collectively and individually as "THE CREDITOR(S)")
THE APPLICANT (hereinafter referred to collectively and individually as "THE CUSTOMER(S)")

1 THE CUSTOMER

Warrants that the information as set out in the Application for Credit Facilities is correct and represent, together with this document the entire agreement between die Applicant and Mustrade Nineteen (Pty)Ltd T/A Mustbuild and supercede all previous terms and conditions of sale without prejudice to any securities or guarantees held by Mustrade Nineteen (Pty)Ltd T/A Mustbuild.

2 PAYMENT

Accepts and will adhere to the terms of strictly 30 days payment from date of statement. In the case of convenience or project accounts the due date will be the date upon which both parties agreed to when credit was granted. All amounts payable by THE CUSTOMER to THE CREDITOR will be paid in South African currency, excluding credit cards at the domicillium address of THE CREDITOR.

3 SUSPENSION

Acknowledges that should credit facilities be granted as a result of this application, the same may be withdrawn by THE CREDITOR at any time, without prior notice. THE CREDITOR reserves the right at any time and without notice, to suspend THE CUSTOMER'S account, withhold supplies and to amend any trade discount structures.

4 ACCELERATION CLAUSE

Agrees that should it become necessary for THE CREDITOR to proceed against THE CUSTOMER in a Court of Law, at any time, the whole amount outstanding on the account will immediately become due and payable, notwithstanding the fact that a portion of the amount would not be due in accordance with the agreed terms of payment, at the discretion of THE CREDITOR.

5 JURISDICTION

Consents to the jurisdiction of the Magistrate's Court by virtue of Section 45 of the Magistrate's Courts Act of 1944 or determination, of any claim which THE CREDITOR may, at any time, have against THE CUSTOMER arising out of the supply of goods or any other reason whatsoever and which would otherwise be outside the jurisdiction of the aforementioned Court, by virtue of the amount claimed, in terms of Section 28 of the aforesaid Act, at the discretion of THE CREDITOR. Should THE CREDITOR elect to institute proceedings in the Supreme Court, the parties consent to the jurisdiction of the CAPE PROVINCIAL DIVISION.

6 COSTS

Agrees that if any claim against THE CUSTOMER is handed over to THE CREDITOR'S Attorneys for collection, THE CUSTOMER will be responsible for all attorney's cost incurred by THE CREDITOR which costs shall include all collection charges, disbursements and costs on the scale between attorney and client, and inclusive of collection commission. The legal costs of an incidental to the negotiation or should, a repayment agreement be reached, the preparation, setting, signing and implementation of the agreement will be borne by THE CUSTOMER.

7 INTEREST

Agrees that should any amount owing by THE CUSTOMER become overdue, see (2) of this agreement, interest will be charged on overdue amounts and THE CLIENT will be responsible to pay interest, at the prime interest rate of THE CREDITOR'S BANK, which they charge from time tot time + 2%, monthly capitalised, as from date of default calculated monthly until paid in full.

8 PROOF OF DELIVERY

Agrees that a signature on THE CREDITOR'S official Delivery Note, Invoice, Waybill of the Delivery Note or any document or any document of any authorised independent carrier, will constitute prima facie proof of delivery of the goods purchased by THE CLIENT.

9 OWNERSHIP OF GOODS

Agrees that ownership of any goods sold to THE CUSTOMER by THE CREDITOR will not pass to THE CUSTOMER until payment for such goods has been made in full by THE CUSTOMER or its nominee, to THE CREDITOR at the domicillium address of THE CREDITOR.

10 INSURANCE

Agrees that all goods in posession and control of THE CUSTOMER will be insured by THE CUSTOMER for the full amount of the said goods.

11 WAIVER OF RIGHTS

Agrees that a latitude or allowance whatsoever which THE CREDITOR may grant to THE CUSTOMER, particularly with regard to this agreement, will not be construed to be waiver of any rights that THE CREDITOR might otherwise have against THE CUSTOMER.

12 DOMICILLIUM

Agrees that for all purposes the parties hereby choose their domicillium citandi et executandi (address considered the primary/main address of the client to which all documents and legal process documents can be sent or served), for the business as stated on page 1 and for the individual, as stated on page 3 of the Application for Credit Facilities. It is accepted that any notice or process delivered there or posted thereto, shall be deemed to have been received by the party on the date of such delivery or 7 (seven) days after posting as the case may be. Notice of legal action to be taken against THE CUSTOMER, will be send registered post or hand-delivered.

13 CESSION

Agrees that as security for the discharge of the obligations assumed by THE CUSTOMER, THE CUSTOMER by its signature hereto cedes, makes over and transfers to THE CREDITOR any claims which now are, or which may hereafter become due to THE CUSTOMER by it's DEBTORS from any cause of indebtedness whatsoever and hereby undertakes, on demand by THE CREDITOR, to take all such steps as may be necessary to enable THE CREDITOR to enforce the rights of THE CREDITOR hereunder. THE CUSTOMER agrees that if prior to signature hereof THE CUSTOMER has ceded such claims to anyone whomsoever, this cession shall be deemed to be a cession of all THE CREDITORS reversionary rights in and to and such claims, after payment of all amounts secured in favour of any prior creditors.

14 CHANGE IN BUSINESS

THE CUSTOMER undertakes, and agrees that, in the event of the Close Corporation/Company, being sold or there being any other change in the constitution of the Close Corporation/Company, that it is incumbent on THE CUSTOMER to disclose such sale or change to THE CREDITOR, in writing, within 7(seven) days of such event having taken place. THE CUSTOMER agrees that in the event of failure to notify THE CREDITOR of such sale or changes, THE CUSTOMER shall, despite such sale or change in constitution, remain fully and

legally obligated for all goods ordered, sold and delivered in the name of THE CUSTOMER and in addition, at THE CREDITOR'S sole discretion, THE CREDITOR may, in such event, where applicable institute proceedings against the sureties referred to hereunder.

15 STATEMENT OF ACCOUNT/INVOICE

Any or all payments made by THE CUSTOMER to THE CREDITOR shall be directed to THE CREDITOR at the address stipulated on THE CREDITOR'S monthly STATEMENT OF ACCOUNT or INVOICE. It is THE CUSTOMER'S duty to ensure that all payments are made in time and to ensure that such payments have been received by THE CREDITOR. THE CUSTOMER shall have no reason to withhold payments due to THE CREDITOR. In the event of direct bank deposits or Internet transfers, the CUSTOMER will fax the proof of payment.

16 RETURN OF GOODS

Goods correctly supplied will not be accepted for credit without prior written consent and any such credit granted shall be subject to a handling charge of 10%. A copy of the original invoice/s are also to be attached/enclosed with the goods being returned and the reason for return is to be stated. All delivery charges in connection with the return, as well as charges to return the goods to the Supplier, must be paid by THE CUSTOMER. All goods specially ordered for THE CUSTOMER will only be accepted as a return, should THE CUSTOMER be willing to pay all costs to return the goods to the Supplier and on the condition that the Supplier will accept the goods to be returned.

17 ENTIRE AGREEMENT

Subject to the Suretyship hereunder this agreement constitutes all the terms and conditions pertaining to this application. THE CUSTOMER warrants that they understand all the terms and conditions and accept them.

18 SURETYSHIP

- 18.1 The signatory hereby binds him/herself in his/her personal capacity as Director (in case of company), Member (in case of Close Corporation), Trustee (in case of Trust) or Owner or Partner as co-debtor jointly and severally for the full amount due by THE CUSTOMER to THE CREDITOR and agrees that these Standard Terms and Conditions of Sale will apply mutates mutandis to him/her.
- 18.2 In event of CUSTOMER being a Partnership, CC, Trust or Company, the persons mentioned as partners, members, trustees or shareholders will be informed by the signatory of the standard terms and conditions to individually sign a suretyship and thus will be bound as surety and co-principal debtor in solidum to THE CREDITOR and for the obligations of THE CUSTOMER hereof.

19 FURNISHING OF INFORMATION

THE CUSTOMER will promptly furnish THE CREDITOR, upon request, with:-

- 19.1 THE CUSTOMER'S annual financial statements for each financial year, in the event of default (Refer 20);
- 19.2 Any other accounts or information relevant to THE CUSTOMER'S or surety's financial position, requested by THE CREDITOR. Should the deterioration in THE CUSTOMER'S or Surety's, financial position at any time appear from any documents or information furnished under this clause, or from bank or credit records on THE CUSTOMER or Surety, or otherwise, THE CREDITOR may by written notice require THE CUSTOMER to procure and furnish additional security or sureties acceptable to THE CREDITOR, within fourteen days.

20 EVENT OF DEFAULT

An event of default will occur if:-

- 20.1 THE CUSTOMER fails to pay any amount by due date;
- 20.2 THE CUSTOMER breached any other provision of this agreement and fails to remedy the breach within ten days after written notice to do so. Final demands will be send by registered post or hand delivered;
- 20.3 THE CUSTOMER commits a second or subsequent breach of his agreement after having remedied an earlier breach during the proceeding 12 months after written notice to do so;
- 20.4 THE CUSTOMER takes step to place itself, or is placed in liquidation, whether voluntary or compulsory, or under judicial management in either case whether provisionally or finally;
- 20.5 THE CUSTOMER takes steps to deregister itself or is deregistered;
- 20.6 The surety takes steps to surrender the surety's estate, or the estate is provisionally or finally sequestered;
- 20.7 THE CUSTOMER or surety fails to satisfy a judgment against the THE CUSTOMER or surety within 10 days after THE CUSTOMER or surety becomes aware of the judgment, except that if THE CUSTOMER or surety provides evidence on an ongoing basis to the reasonable satisfaction to THE CREDITOR that steps have been initiated within 10 days to appeal, review or rescind the judgement and to procure suspension of execution and that such steps are being expeditiously pursued. The period of ten days will run from the date judgement becomes final or the attempt to procure suspension of execution fails.

21 CONSEQUENCES OF DEFAULT

If an event of default has occurred, THE CREDITOR may:

- 21.1 Act as set out in paragraph 4 hereto;
- 21.2 Recover such damages as THE CREDITOR may have suffered.

22 VARIATION, CANCELLATION AND WAIVER

No contract, varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, will be effective unless reduced to writing and signed by or on behalf of the parties.

23 SEVERABILITY

- 23.1 It is agreed that each paragraph, clause and each sub clause in this agreement is severable the one from the other;
- 23.2 If any paragraph, clause or sub clause is found to be defective or unenforcable for any reason by any competent court, the remaining clauses, paragraphs and sub paragraphs shall continue to be of full force and effect.

THUS SIGNED AT

ON THIS THE

DAY OF

20

AS WITNESSES: (Name & Signature)

APPLICANT

1

(PRINT NAME)

2

AUTHORISED SIGNATORY (CUSTOMER)

DEED OF SURETYSHIP

TO:

MUSTRADE NINETEEN (PTY)LTD T/A MUSTBUILD

REG NO: 1998/009624/07

(hereinafter referred to collectively and individually as "The Creditor(s)")

1 SURETYSHIP

I the undersigned, _____
Identity number _____, my domicillum citandi et executandi being,

do hereby bind myself, as surety and co-principal debtor to and in favour of MUSTRADE NINETEEN (PTY)LTD, T/A MUSTBUILD (hereinafter referred to collectively and individually as "The Creditor(s)")

for and on behalf of (insert details of THE CUSTOMER) _____
(hereinafter referred to collectively and individually as "The Customer")

I hereby bind myself to the Creditor as sureties, jointly and severally, the one to pay the other to be absolved, as surety and co-principal debtor in solidum with each and every other surety for the due payment by the customer, which consists of the purchase price, interest and costs, whether now due, owing and payable in respect of goods already sold and delivered, or which may in the future become due, owing and payable in respect of such additional goods which the Creditor may from time to time sell and deliver to the Customer at it's request and in respect of any cause of indebtedness, and only to the maximum amount of R _____ (Figures and Words)

2 RIGHT TO REFUSE FURTHER SUPPLIES

The Creditor may, at any time, in his sole and absolute discretion and without notice, refuse to supply any further goods to The Customer or to extend any further credit to him/her in respect of any goods purchased by him/her.

3 EXTENTION OF TIME OR INDULGENCE

No extention of time or indulgence for the payment of any amount owing by The Customer to The Creditor, whether granted before or after the due date for payment has arrived, in respect of any goods sold by The Creditor to The Customer shall, in any way, discharge or release me from liability in terms hereof.

4 LIABILITY NOT TO BE CONDITIONAL

I acknowledge that my liability, in terms hereof, shall not be conditional upon my prior consent being obtained to any purchase made by The Customer and I shall not be entitled to any default on the part of The Customer.

5 CESSION OF BOOK

- 5.1 As security for the due and proper performance of my obligations in terms of this contract of surety, I hereby cede and transfer to The Creditor all my right, title and interest in and to all book debts and other debts which may now or at any time during the continuance of my liability as surety in terms hereof be or become due and owing to me from any cause whatsoever.
- 5.2 Throughout the duration of my liability as surety in terms hereof, The Creditor shall have the right, at any time, to inspect my books of account and to make copies or extracts therefrom, only if requested by The Creditor in writing and should enough evidence be present that my position as surety is deteriorating.
- 5.3 In the event of the default of the principal debtor, I undertake to deliver, transfer or negotiate to The Creditor such bills of exchange, promissory notes, cheques, agreements, documents, titles or other securities as may be demanded by him, duly endorsed, ceded, transferred or negotiated in such form as shall render The Creditor absolute owner and entitled in his own name to enforce payment thereof.
- 5.4 In the event of the default of the principal debtor, The Creditor shall be entitled to give notice to all or any of my debtors requiring them to effect payment of all debts owing by them to me direct to The Creditor and give a valid receipt for any such payments. Any payments so received may be appropriated by The Creditor in reduction of the liability of the principal debtor guaranteed by me in terms hereof.

6 RENUNCIATION OF LEGAL RIGHTS

I hereby renounce each and every benefit which might otherwise be available to me against The Creditor and in particular the beneficium ordinis seu excussionis and the beneficium divisionis with the nature, force and effect of which I acknowledge myself to be fully acquainted.

THUS SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

AS WITNESSES:	
1	_____
2	_____

(PRINT NAME) _____
SURETY AND CO-PRINCIPAL DEBTOR