

CREDIT APPLICATION AND SURETYSHIP FORM

Attached please find Credit Application and Suretyship form. Please complete and fax or e-mail back to us at the following:

ATTENTION: PETRA BORNMAN

FAX NO: 056-3432361

E-mail: petra@allems.co.za

Please attach the following documents:

- 1. ID Copies of all members**
- 2. Vat Registration Certificate**
- 3. Proof of address – FICA requirement**
- 4. Cancelled Cheque / Bank letter confirming account**

Please note that approval of credit will take at least five (5) working days from receipt of fully completed application with required documents. No application will be considered if all documents required are not attached.



Reg No. 1946/23975/07
 Vat Reg No. 4490103431
 P O Box 14, Viljoenskroon, 9520
 Telephone 056-3433111
 Fax 056-3432361

CREDIT APPLICATION

Full Name of Applicant

Trading Name

Postal Address

Delivery Address

Telephone No

Fax No

Cell No

E-mail address

State Whether Owner of Applicant is:

Sole Proprietor	Partnership	Registered Company	Close Corporation	Trust
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Registration No. of Company/CC/Trust

Name of Auditors

Telephone No

Address

Details of	Proprietors	Partners	Directors	Trustees
Name	Residential Address		ID Number	

Bank Details

Name of Bank	Branch
Account Name	
Account No	Branch Code

Trade References

Name of Company	Telephone No	Contact Person
Maximum Credit Required	R	

VAT No if Applicable

Name of Person responsible for handling queries and payments of your accounts

CONDITIONS OF SALE : ALLEM BROTHERS (PTY) LTD ("ALLEM BROTHERS")

The applicant admits and acknowledges that all transactions between Allem Brothers and the applicant will be subject to the following terms and conditions, whether entered into before or after date of signature hereof :

1. The applicant shall not for any reason whatsoever withhold, defer or make any deduction from or set off against any payment due to Allem Brothers.
2. All monthly statements must be paid within 30 (thirty) days from date of statement from Allem Brothers. Failure thereof will result in interest being charged at the discretion of Allem Brothers.
3. A certificate issued by the attorneys of Allem Brothers (of which Allem Brothers will not have to prove the status) shall be accepted as prima facie proof of any and all amounts due by the applicant to Allem Brothers.
4. The applicant agrees to the jurisdiction of the Magistrates Court in terms of section 45 of the Magistrates Court Act 32 of 1944 for the recovery of any amount due in terms hereof.
5. No postponement, extension of time or concession to the applicant will be seen as taken away any of the rights of Allem Brothers according to this conditions of sale and will not be seen as an alteration or novation of this conditions of sale.
6. This document together with Allem Brothers invoices and/or sales document and/or delivery notes and/or statements of account which may be delivered to the applicant, constitutes the whole agreement between the parties and no amendment, alteration, addition or variation will be of any force or effect unless reduced to writing and signed by both parties.
7. The applicant herewith declares that this agreement was completed fully on date of signature hereof, alternatively that Allem Brothers is authorized to complete the agreement and that all particulars contained herein are true and correct.
8. Allem Brothers will be entitled at its own discretion and without furnishing reasons, to revoke any right of deferred payment which was granted to the applicant.
9. The applicant shall pay all legal costs (including costs on a scale as between attorney and own client, collection commission and tracing fees) which Allem Brothers may incur in the collection of any or all amounts due by the applicant to Allem Brothers or for any steps that Allem Brothers may take as result of the applicants breach of any of the conditions of this agreement or conditions of sale.
10. The applicant choose as his *domicilium citandi et executandi* the address as mentioned in paragraph 1 hereof for the delivery of any notices in terms of this agreement.

DECLARATION :

1. I/We declare that all information furnished in terms of this agreement which may be important to review this application, is correct and that no information was withheld.

2. I/We further warrant that I/we have the necessary authority to bind the applicant to the terms and conditions hereof.
3. I/We on behalf of the applicant further grant Allem Brothers permission to investigate my/our creditability by using TransUnion Credit Bureau.

Signed by **on behalf of the applicant**

Signature..... **Date:.....**

Signed by **on behalf of the applicant**

Signature..... **Date:.....**

Signed by **on behalf of the applicant**

Signature..... **Date:.....**

SURETYSHIP

I/We, the undersigned

.....
(Full name and surname)

.....
(Full name and surname)

.....
(Identity number)

.....
(Identity number)

.....
(Address)

.....
(Address)

("The Surety/Sureties")

do hereby bind myself/ourselves as surety/sureties for and co-principal Debtor jointly and severally with

.....
(full name of company, CC or trust)

("the Debtor")

and each other to and in favour of **ALLEM BROTHERS (PTY) LTD**

("the Creditor")

for the due performance by the Debtor of all its obligations to the Creditor arising from any cause whatsoever and whether presently due, owing and payable or becoming due, owing and payable in the future.

This suretyship is given as a continuing covering suretyship.

I/we the surety/sureties waive and renounce:

1. Any right to claim an accounting from the Creditor before making payment;
2. Any benefits which the surety as surety is entitled to in law, without detracting from the generality of the afore-going including the benefits of :
 - 1.1 Session of action;
 - 1.2 Being sued together.
3. The surety/sureties acknowledge that they know and understand the meaning and full force and effect of such benefits.

Signed by in his/her capacity as surety

Signature

Date :

Signed by in his/her capacity as surety

Signature

Date :