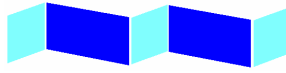


WEST RAND BOX (PTY) LTD



PO BOX 48602 HERCULES 0030
584 BONITA CRESCENT KIRKNEY EXT 5 ZANDFONTEIN PRETORIA
TEL 012 372 1431 FAX 086 508 3400
RegNo 97/011676/07 VAT 4830167369

APPLICATION FOR CREDIT FACILITIES

Confidential

PLEASE TAKE NOTE OF DOCUMENTS TO BE ATTACHED - PAGE -3-

Reference to the Creditor hereinafter shall refer to West Rand Box (Pty) Ltd

1. Name of Applicant (in full):

2.1 Registration number (If individual – ID number):

2.2 VAT Registration Number:

3. Trading as (i.e. under what name/s do you trade/conduct your business?):

3.1 Applicant's postal address:

3.2 Applicant's street or physical address being its chosen *domicilium citandi et executandi*:

Delivery Address, if not the same as the above:

3.3 Applicant's telephone number:

Applicant's fax number:

Applicant's cellphone number:

Applicant's e-mail address:

3.4 Applicant's telephone number:

Applicant's fax number:

Applicant's Cellphone number:

Applicant's E-mail Address:

4. Applicant Trade As:

PUBLIC COMPANY

PRIVATE COMPANY

CLOSE CORPORATION

SOLE TRADER

PARTNERSHIP

PRIVATE INDIVIDUAL

FARMER

OTHER

If other, please specify:

5. Personal details of:

DIRECTOR/S

MEMBERS OF CC

SOLE PROPRIETOR

PARTNERS

FULL NAMES & SURNAME	ID NO	RESIDENTIAL ADDRESS	HOME TEL & CELL NR	DATE APPOINTED

CREDIT APPLICATION: WEST RAND BOX (PTY) LTD

6. Name, address, telephone number and contact person of Applicant's Accountant/Auditor/Accounting Officer:

FIRM	
ADDRESS	
TELEPHONE	
CONTACT PERSON	

7. Nature of business of Applicant:

8.1 Date Commence Business/Incorporated:

8.2 How long has your company/business actively been in operation?:

8.3 If less than 5 (five) years, state previous business or employer:

9. Is premises owned or rented?

OWNED	<input type="checkbox"/>	BONDHOLDER	
RENTED	<input type="checkbox"/>	LANDLORD	

10. Trade References:

SUPPLIER NAME	TELEPHONE	ADDRESS	CONTACT PERSON	ACCOUNT NUMBER

11. Name of Applicant's Bankers:

ACCOUNT HOLDER			
BANK		TYPE OF ACCOUNT	
BRANCH		BRANCH CODE	
ACCOUNT NUMBER			

12. Credit required per month:

13.1 Name/s of any person/s entitled to order on behalf of the Applicant (Buyer/s):

NAME	TELEPHONE	CELL PHONE	E-MAIL ADDRESS

13.2 Are official order numbers used? _____ If yes, what is the style? _____

CREDIT APPLICATION: WEST RAND BOX (PTY) LTD

14 Who is responsible for paying the accounts?:

NAME	TELEPHONE	FAX	CELL PHONE	E-MAIL ADDRESS

1. *The Applicant certify that the above information is true and correct to the best of my knowledge.*
2. *The Applicant confirm that I have read and understood the attached **TERMS & CONDITIONS** of this application and further agree to abide by the Company's Standard Conditions of Sale as set out on the attached **TERMS & CONDITIONS**.*
3. *The Applicant authorizes its bankers to release to the Supplier with any information which it may require concerning the Applicant's account, for the sole purpose of approving this application.*

FULL NAME OF SIGNATORY

SIGNATURE

TITLE OF SIGNATORY

COMPANY RUBBER STAMP

DATE

Signed by a person who warrants his authority to represent the Customer in agreeing to these terms.

WITNESS 1

WITNESS 2

*Please attached the following documentation for use by **West Rand Box (Pty) Ltd** for sole purpose of approving this application :-*

1. *Copy of Registration Documentation*
2. *Copy of VAT Registration*
3. *Company Letterhead*
4. *Cancelled Cheque*
5. *Copy of Identity Document of Directors/Members/Proprietors*

CREDIT LIMIT APPROVED: _____

AMOUNT: _____

DATE: _____

ACCOUNT NUMBER: _____

TERMS & CONDITIONS

I/We apply for credit to be granted to me/us by **West Rand Box (Pty) Ltd, Registration Number 97/11676/07** (hereinafter referred to as the Creditor) in respect of goods to be supplied and/or services to be rendered upon the following terms and conditions:-

1. I/We undertake to pay all legal expenses incurred in connection with the recovery of any account due by me/us including all collection charges, as between attorney and Client which may be payable in respect of the collection of such account.
2. Should it be necessary for the Creditor to institute legal proceedings for recovery of any amount due by me/us, I/We consent that the Magistrate's Court shall have jurisdiction to hear and determine such action.
3. The purchase price for the goods shall be paid by the Applicant via any of the acceptable means of payment, as per the South African Revenue Service, without deduction or set off direct to the Creditor within 30 (thirty) days from date of the Creditor's statement
4. Should the Applicant fail or refuse to pay any amount owing on the due date, interest on the outstanding amount shall be levied at the maximum permissible rate of interest as allowed in terms of the Prescribed Rate of Interest Act, Act 55 of 1975, at no less than 2% per month, calculated monthly from date the same was due to the Creditor to the date of payment thereof.
5. Whilst the Creditor will take all possible action to ensure that deliveries are made on time, time shall not be of the essence insofar as an accepted order relates to deliveries and the Creditor does not guarantee delivery of the goods on any specified date. If the Applicant defers and/or postpones delivery when the Creditor is ready to deliver the goods or if the Creditor, at the request of the Applicant shall in respect of any order for goods which are to be delivered at a specified rate over a specified period, postpone delivery, payments must be made by the Applicant to the Creditor as if the acceptance had not been deferred or delivery had not been postponed and in addition hereto the Applicant shall be liable for all costs of storage and insurance pertaining thereto.
6. The Creditor hereby irrevocably reserves the right to its sole discretion to suspend deliveries hereunder for so long as the Applicant is in default with its payment in connection with any prior delivery of goods to the Applicant and such suspension shall in these circumstances not be construed as a breach hereof by the Creditor.
7. If the Creditor cannot deliver some or all of the goods for any reason beyond the Creditor's control, including and without being limited to lack of instruction/s from the purchaser, stock shortage/s, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the Creditor may in its sole discretion cancel the whole or any part of the agreement forthwith. In the event of such cancellation, the Creditor shall not be liable to the Applicant for any loss and/or damage whether in contract or whether in delict, (including, without being limited thereto, any loss of profits) there caused. The Creditor shall under no circumstances whatsoever be liable to the Applicant for any loss and/or damage (consequential or otherwise) as a result of any act or omission on the Creditor's behalf howsoever arising and the Applicant indemnifies the Creditor against any claim in this regard whatsoever.
8. Ownership in and to any goods and/or products sold by the Creditor to the Applicant shall remain vested in the Creditor until the full purchase price in respect thereof has been paid for in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from the Creditor to the Applicant. Notwithstanding the foregoing, all risk of loss and/or damage in or to any goods and/or products sold by the Creditor to the Applicant shall pass to the Applicant after the goods have been loaded onto any vehicle delivering the same at the Creditor's premises.
9. The Applicant confirms that a certificate signed by the Credit Manager or any Member of the Creditor showing the amount owing by the applicant to the Creditor shall be sufficient 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 judgement or otherwise) proof of the debt on insolvency or for any other purposes 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 owed and/or due and/or payable.

CREDIT APPLICATION: TERMS & CONDITIONS: WEST RAND BOX (PTY) LTD

- 10. The Applicant hereby indemnifies the Creditor against all or any claims of whatsoever nature which may be made against the Creditor by any person/s whomsoever whether in contract and/or delict and whether for loss of profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by the Creditor of legal fees to its attorney and client scale in contesting any such action.
- 11. Notwithstanding anything herein contained to the contrary, the Creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods ordered by the Applicant and/or vary the terms and conditions of payment hereof by insisting upon advanced payments for any goods sold and to be delivered by the Creditor to the Applicant in the event that the Applicant falls into arrears with its account with the Creditor and/or is insolvent and/or unable to pay any of its debts and/or seeks to effect any compromise with any of its creditors and/or compound any of its debts and/or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to any resolution passed to enable the Applicant to be wound up and/or dissolved and/or is in breach of any one or more of its obligations to the Creditor in terms of this agreement or suffer any other legal disability or becomes subject to a compromise, composition or other arrangement with any other creditor of the debtor.. No suspension, delay and/or cancellation as a result of any of the foregoing events shall novate or waive any of the other rights which the Creditor may be entitled to in law in terms of this contract or otherwise.
- 12. No indulgences, latitude, extension of time or the like granted by the Creditor to the Applicant shall in any way whatsoever be constituted as a novation or waiver of any other rights which the Creditor may have against the Applicant nor may it operate as an estoppel against the Creditor.
- 13. 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 to the Creditor for the payment to the Creditor by the Applicant of all sums of money and the fulfilment of all applicant's obligations to the Creditor 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 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 cause debiti, ordinis seu excussionis et divisonis* and *cession of action* with the force and meaning and effect which I/We declare myself/ourselves to be fully acquainted. I/We also acknowledge that any certificate issued in pursuance of paragraph 11 above shall be binding upon me/us in any action brought against me/us as surety and co-principal debtor.
- 14. The Applicant warrants that the information submitted above is true and correct.
- 15. The Applicant agrees to notify the Creditor in writing within 7 (seven) days of any change in ownership of our business or should we be a Company or Close Corporation of any share transaction where shares or members' interest in excess of 25 % of the issued share capital of the Company changes hands.
- 16. The Applicant undertakes to notify the Creditor in writing of any change of address of 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 physical place of business aforesaid. The sureties and co-principal debtors choose as their *domicilium citandi et executandi* at their physical residential addresses which appear alongside their names aforesaid.

Could I/We require extended credit facilities, I/We undertake to apply for the Creditor's consent to any variation of the above conditions before incurring the debt and in such event I/We agree to abide by any conditions or stipulations imposed by the Creditor as a condition precedent to the granting of such extended facilities

Signature: 1. _____ 2. _____

Full Name: 1. _____ 2. _____

Dated at _____ on this the _____ day of _____ .200__