

CREDIT APPLICATION FORM

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REGISTERED NAME

TRADING NAME

COMPANY REGISTRATION NUMBER

VAT REGISTRATION NUMBER

IMPORTER / EXPORTER CODE

DATE ORGANISATION WAS ESTABLISHED

TYPE OF ENTITY

PRIVATE COMPANY
OTHER (SPECIFY)

CLOSE CORPORATION

PARTNERSHIP

TRUST

SOLE PROPRIETOR

STREET ADDRESS

POSTAL ADDRESS

CODE

CITY

CODE

CITY

CONTACT PERSON ACCOUNTS DEPARTMENT

EMAIL ADDRESS

TELEPHONE NUMBER

OWNERS / PARTNERS / DIRECTORS / MEMBERS DETAILS

NAME

ID

NAME

ID

NAME

ID

NAME

ID

APPLICANTS BANK ACCOUNT DETAILS

BANK NAME

ACCOUNT NAME

ACCOUNT NUMBER

BRANCH CODE

TRADE REFERENCE (MIN. 1 TRADE REFERENE REQUIRED ONLY APPLICABLE IF APPLYING FOR CREDIT FACILITIES)

1. TRADE REFERENCE

NAME

TEL NO

CONTACT PERSON

2. TRADE REFERENCE

NAME

TEL NO

CONTACT PERSON

3. TRADE REFERENCE

NAME

TEL NO

CONTACT PERSON

PAYMENT TERMS REQUIRED

CREDIT LIMIT ZAR

PAYMENT TERMS COD 7 DAYS 14 DAYS 30 DAYS FROM STATEMENT

INITIAL

The Applicant hereby agrees to the Following Terms:

"The Company": means Shipchain (Pty) Ltd, Registration Number 2018/096171/07 or any of its holding, subsidiary, associated or affiliated companies, their successors in title and assigns.

1. The Company reserves the right at any time to cancel, withdraw, vary or amend any credit facility granted to the applicant, without prior notice. In the event that the Company withdraws or cancels such credit facilities, all amounts owing by the applicant to the Company will immediately become due, owing and payable.

2. In granting any credit facility, the Company shall be entitled to act either as agent or principal, at its election.

3. The applicant shall not be entitled to rely on the benefit of exceptio non causa debiti.

4. All credit facilities shall be subject to the terms and conditions of this credit application form which shall operate in addition to the terms on the reverse of the relevant sea transport document, as well the Company's Standard Trading Terms and Conditions, and tariffs, as amended from time to time, copies of which are available on request.

5. The decision whether or not to grant credit to the Applicant is in the sole discretion of the Company. A credit agreement between the Applicant and the Company will not have been concluded until the Company has communicated its acceptance of this credit application to the Applicant, which acceptance (or rejection, as the case may be) shall be communicated either orally or in writing.

6. The Applicant warrants that all the information contained in this credit application form is true and correct and authorises the Company to use any reasonable means to verify this information.

7. The Applicant warrants that its annual turnover exceeds the thresholds set out in the National Credit Act 34 of 2005 and the Consumer Protection Act 68 of 2008.

8. The Applicant indemnifies the Company and against any and all legal costs (on an attorney and own client scale), including tracing agency fees and collection charges incurred by the Company and in the event that it instructs attorneys to recover any amounts owing to it by the Applicant.

9. The Customer hereby consents to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape, Cape Town, exercising its Admiralty Jurisdiction.

10. The Applicant shall be liable to pay interest on all overdue amounts, calculated daily and compounded monthly, at the published prime overdraft rate of First National Bank plus 4%.

11. The Individual signing this agreement on behalf of the application warrants that he/she has the necessary authority to bind the Applicant. In the event that it transpires that the said signatory did not have the necessary authority, then in that event, the said signatory will be liable for all the obligations of the applicant, in his/her capacity as co-principal debtor.

12. IN ADDITION, THE SIGNATORY HERETO BINDS HIM/HERSELF AS SURETY AND CO-PRINCIPAL DEBTOR, ENTITLING THE COMPANY TO RECOVER PAYMENT FROM HIM/HER IN HIS/HER PERSONAL CAPACITY IN THE EVENT THAT THE APPLICANT FAILS TO TIMEOUSLY PAY ANY AMOUNT DUE.

13. The signatory in his/her capacity as surety hereby renounces all benefit arising from or out of the legal exceptions which may be applicable namely the benefits of "excussion", "division", "cession of action", "non causa debiti", "no value received" and "errori calculi", with the meaning, force and effect whereof the signatory acknowledges him/herself to be fully acquainted.

14. The Applicant nominates its street address set out above as its chosen domicilium citandi et executandi for service of any legal notices, pleading or documents.

15. No relaxation or indulgence granted to the applicant by the Company at any time, shall be deemed to be a waiver of any of its rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the Company.

16. Any agreement purporting to vary the terms and conditions set out herein or any consensual cancellation, shall not be valid unless reduced to writing and signed by a duly authorised director of the Company.

17. The Applicant hereby accepts and agrees that all business is undertaken in terms of the Company's Standard Trading Terms and Conditions, which terms and conditions the applicant acknowledges having read and understood. A copy of the Company's Standard Trading Terms and Conditions is available on request or alternatively at www.shipchain-sa.com

18. The Applicant hereby authorises Shipchain (Pty) Ltd to perform or obtain any information from a registered credit bureau or credit provider and the Applicant acknowledges that a failure to pay any amounts owed by the Applicant to Shipchain (Pty) Ltd. may cause and adverse listing of the Applicant by Shipchain Pty Ltd. with registered credit bureaus or credit providers.

I, the undersigned
application and to sign this agreement on behalf of the applicant.

do hereby warrant that I am duly authorised to make this credit

NAME

DATE

DESIGNATION

SIGNATURE

REQUIRED DOCUMENTS (PLEASE SUBMIT WITH APPLICATION)

- Copies of ID(s) of OWNERS / PARTNERS / DIRECTORS / MEMBERS
- Proof of banking details
- CIPC Company Registration Certificate