

## Credit Application

This questionnaire must be completed in full before credit can be considered

Registered Company Name:																
VAT Registration Number:																
Company registration Number:																
Registered Importers Code:																
Credit Limit Requested:																
Physical Address:																
															Postal Code:	
Postal Address:											Tel No:					
											Fax No:					
											Postal Code:					
Web Address:																
Nature of Business:																
<b>Company Contact for Account Queries:</b>																
											Tel No:					
Designation:											Fax No:					
E-mail Address:																
<b>Company Director Name:</b>																
Company Director Full Designation:											Tel No:					
E-mail Address:											Fax No:					
<b>Bank Name:</b>																
Branch:											Branch Code:					
Account Name:											Account Type:					
Account Number:																
<b>Trade References:</b>																
Trade References 1: Company Name											Telephone No:					
Contact Person											Fax No:					
E-Mail																
Trade References 2: Company Name											Telephone No:					
Contact Person											Fax No:					
E-Mail																
Trade References 3: Company Name											Telephone No:					
Contact Person											Fax No:					
E-Mail																

## Credit Application Terms and Conditions

**NB:** This document must be duly completed by the applicant.

### **Important notice**

Please note that all answers contained herein are deemed to consist of a material nature and shall form the basis of the contract between yourselves and Coleman Transport (Pty) Ltd (hereinafter referred to as "Coleman Transport"). In the event that any of the answers so furnished are incorrect, misleading, inaccurate or amounts to a misrepresentation of whatsoever nature, Coleman Transport reserves its rights, exercised in its sole and absolute discretion, to cancel the contract with your enterprise or to take such other appropriate legal action against your enterprise.

1. I/We the undersigned, \_\_\_\_\_ (hereinafter referred to as "applicant"),
2. Hereby apply to COLEMAN TRANSPORT for credit facilities to be granted to me/us, as set out below and subject to the Terms and Conditions of Coleman Transport as set out in same, by understanding the nature of the undertakings and being bound to the following terms and conditions.
3. The prices for services offered by Coleman Transport shall be stated on the schedule of its published tariffs. If the duties, tariffs or other such amounts on any component of the documents / parcels / shipments to be delivered are increased, Coleman Transport shall have the right to increase the prices stipulated in the schedule of tariffs proportionately and will advise the applicant accordingly and will he/she/it be liable for payment of such sum immediately.
4. The applicant hereby choose the address set out on page 1 of the credit application as it/his/her chosen *domicilium citandi et executandi*, and further expressly acknowledge that he/she/it shall accept service of any documents or court process at such address.
5. Credit Terms are strictly 14 days from date of invoice. The applicant specifically agree that Coleman Transport shall be entitled to levy, and to recover from the applicant, interest on all overdue payments at the rate of 2% above the prime overdraft lending rate of Coleman Transport's bankers from time to time, compounded monthly or, if that would exceed the maximum rate of interest that may be levied in terms of the Usury Act, at the maximum permissible rate.
6. Coleman Transport shall be entitled to a levy, and to recover from the applicant, 10% on the invoice amount on all accounts which are not paid within 30 days from date of invoice.
7. The above information is willingly supplied, and the creditor is authorized hereby to contact the above bank and trade references in order to establish the creditworthiness of the above-named company. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on the proprietors, partners, or principals. Should a credit facility be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of the creditor. The creditor may terminate any credit availability within its sole discretion.
8. This application and the Standard Terms and Conditions of Carriage which are printed separately contain the entire and only agreement between the applicant and Coleman Transport and upon signature of same the applicant agree to be bound to both such documents in regard to any domestic

or international shipment sent with Coleman Transport unless in writing and waiver or amendment of this application or the Standard Terms and Conditions of Carriage shall be binding on the applicant or Coleman Transport unless in writing and signed by the Managing Director of Coleman Transport and duly authorised representative of the applicant.

9. Registered **Exporters Code** (Prerequisite for exporting non-document Shipments): The applicant is required to provide the following information:

Exporters Code \_\_\_\_\_ Signature \_\_\_\_\_

10. Registered **Importers Code** (Prerequisite for opening a Duty account): The applicant is required to provide the following information:

Importers Code \_\_\_\_\_ Signature \_\_\_\_\_

**1. Authorization for shipment charges in respect of Import Account:**

The applicant must on its/his/her letter head address a letter as follows to Coleman Transport to authorize Coleman Transport to levy import duties, on cross border transport:

To Coleman Transport:

This confirms that the applicant authorizes Coleman Transport to levy against my/our Import Account any duties as may be payable by me/us in terms of the applicable legislation, by laws and/or other legal requirements against the account of the applicant.

- a. Any person who has knowledge of and makes use of the applicants Import Account Number (whether or not such knowledge or use is authorized by the applicant) is deemed to enter a contract with Coleman Transport on behalf of the applicant as his/her/it's agent.
  - b. The applicant is deemed to be the sender or shipper as referred to or defined in the terms and conditions of carriage.
  - c. The applicant is responsible for all shipment charges and destination duties and taxes relating to any shipment carried under the applicant's Import Account Number.
2. The applicant authorizes Coleman Transport to furnish credit information concerning the applicant to any credit bureau, or to any credit provider seeking trade references; and to request information concerning the applicant from any credit bureau, or credit provider, in order for Coleman Transport to conduct a credit assessment or affordability assessment and/or to trace the applicant. The applicant warrants that unless previously disclosed to Coleman Transport in writing, he/she/it has not applied for a debt re-arrangement that still subsists and the applicant undertake to inform Coleman Transport in writing immediately upon making any such application.
3. A certificate signed by the secretary/manager or any director of Coleman Transport reflecting the amount owing by the applicant to Coleman Transport in respect of the credit facilities granted to the applicant in terms hereof relating to the applicants dealings with Coleman Transport and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with the applicant to prove that such amount is not owing and/or due and unpaid.

**4. RESOLUTION PASSED AT A MEETING OF THE DIRECTOR(S) / MEMBER(S) / TRUSTEE (S) OF**  
 \_\_\_\_\_ (“THE APPLICANT”) HELD AT  
 \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**IT WAS RESOLVED** that the Applicant concludes a Credit Application with COLEMAN TRANSPORT incorporating COLEMAN TRANSPORT’S standard trading terms upon the same terms and conditions as are usually applicable or as may be agreed upon.

**IT WAS RESOLVED** further that \_\_\_\_\_ in his capacity as Director / Member / Trustee be and is hereby authorized to sign, endorse and execute all documents for and on behalf of the Applicant to give effect to this Resolution.

**CERTIFIED A TRUE COPY OF THE ORIGINAL RESOLUTION**

\_\_\_\_\_  
 Name & Signature

\_\_\_\_\_  
 Name & Signature

I/We warrant that the information herein furnished by me/us is correct in all respects and I/we confirm my/our awareness of the fact that Coleman Transport may rely upon the information herein and will sustain damages in the event of the information being inaccurate or false.

I/We accept that Coleman Transport may at its own discretion withdraw account/credit facilities should the credit terms not be adhered to.

Signed by the Director/Member on behalf of the Debtor at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_

As Witness: 1. \_\_\_\_\_ Full name: \_\_\_\_\_

2. \_\_\_\_\_ Full name: \_\_\_\_\_

Capacity: Director/Member/Sole Proprietor/Trust \_\_\_\_\_

**5.** The applicant warrants that he/she is a Director/Member/Trustee of the Debtor authorised to sign on behalf of the applicant and bind the applicant to Coleman Transport’s Standard Terms and Conditions of Carriage and the terms and conditions contained within this document and that he/she is not an unemancipated minor nor subject to an order of a competent court holding her/him to be mentally unfit, not subject to an administration order, and he/she has the necessary legal capacity to sign this document.

The applicant consents in terms of section 45 of the Magistrate’s Court Act of 1944 to the jurisdiction of the magistrate’s court which has jurisdiction in terms of section 28(1) of that act in respect of the any legal proceedings which may result from the conclusion of any contract between the applicant and Coleman Transport or which may relate thereto, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate’s court; provided that Coleman Transport is entitled in its discretion to institute any such legal proceedings in any other competent court and the applicant hereby agrees to subject him/her/itself to the jurisdiction of any such competent court which has jurisdiction. Should the creditor incur costs in the collection of the principle debt, the applicant shall pay such costs on an attorney-and-client scale as well as collection costs for each and every payment

in reduction of the principle debt, interest and costs.

6. I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with the applicant in favor of Coleman Transport for the due performance of any obligation of the applicant and for the payment to Coleman Transport by the applicant of any amounts which may at any time become owing to Coleman Transport from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against the applicant by way of cession. This suretyship shall be continuing covering guarantee/surety which may only be cancelled, in writing, by Coleman Transport and then only, provided that all sums then owing by the applicant (whether due or not) to Coleman Transport have been paid in full. I hereby renounce the benefits of the legal exceptions *“Non causa Debiti”*, *“Ordinis Seu Excussionis Et Divisionis”* and *“Cession of Action”*, with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to all the terms and conditions of the clauses hereof. I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular, notwithstanding the reference to a credit limit as discussed, be the full amount owing the applicant to Coleman Transport at any time and not be limited as to the amount or in any other manner whatever.
  
7. I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship/guarantee which is brought into existence by each separate signatory hereto. If for any reason this suretyship/guarantee is not binding (for whatsoever reason) on any one signatory, then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

I have read and understand the above terms and conditions, and hereby agree to them:

Applicant’s name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant’s signature: \_\_\_\_\_

Please ensure one of the following documents accompanies this application:

- Private Individual & Sole Proprietor: Copy of ID document
- or, Partnership: Copies of partners’ ID documents
- or, Registered Company: Copy of certificate of Incorporation
- or, Close Corporation: Copy of form CC2
- or, Trust: Copy of letter of authority