



I/We the undersigned,

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Hereby apply to COLEMAN TRANSPORT cc 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.

The prices for services offered by Coleman Transport shall be stated on the schedule of our 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 me/us accordingly and will be liable for payment of such sum immediately.

I/We hereby choose the address set out on page 1 of the credit application as my/our chosen *domicilium citandi et executandi*, and further expressly acknowledge that I / we shall accept service of any documents or court process at such address.

Credit Terms are strictly 30 days from date of invoice. I/We specifically agree that Coleman Transport shall be entitled to levy, and to recover from me/us, 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.

In the event that Coleman Transport instructs its attorneys to institute any action against me/us arising from or in connection with this document and/or from the provisions of the services, I/We acknowledge that I/we shall be liable for all and any costs on the attorney and client scale, as well as collection charges and any tracing fees. I/We further more consent to the jurisdiction of the Magistrates Court in respect of any action which may be instituted against me/us arising out of this document, irrespective of the sum concerned. The Contract shall be governed by Namibian Law.

I/We authorize Coleman Transport to furnish credit information concerning me/us to any credit bureau, or to any credit provider seeking trade references; and to request information concerning me/us from any credit bureau, or credit provider, in order for Coleman Transport to conduct a credit assessment or affordability assessment and/or to trace me/us. I/We warrant that unless previously disclosed to Coleman Transport in writing, I/We have not applied for a debt re-arrangement that still subsists and I/we undertake to inform Coleman Transport in writing immediately upon making any such application.

This application and the Standard Terms and Conditions of Carriage which are printed separately contain the entire and only agreement between myself/ ourselves and Coleman Transport and upon

signature of same I/we 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 myself/ourselves or Coleman Transport unless in writing and signed by the Managing Director of Coleman Transport and duly authorised representative of the Debtor. We agree that in the event of being called upon to do so by Coleman Transport the directors/members shall simultaneously with the signing hereof sign a deed of surety ship whereby the directors/members bind themselves as surety and co-principal debtor with the Debtor herein for all amounts owing to Coleman Transport by the Debtor.

Registered **Exporters Code** (Prerequisite for exporting non-document Shipments):

Exporters Code: .....

Signature: .....

Registered **Importers Code** (Prerequisite for opening a Duty account):

Importers Code: .....

Signature: .....

Authorization for shipment charges in respect of Import Account:

To Coleman Transport:

This confirms my/our agreement that:

1. Any person who has knowledge of and makes use of my/our Import Account Number (whether or not such knowledge or use is authorised by me/us) is deemed to enter a contract with Coleman Transport on my/our behalf as my/our Agent.
2. I/We are deemed to be the sender or shipper as referred to, or defined to in the terms and conditions of carriage.
3. I/We are responsible for all shipment charges and destination duties and taxes relating to any shipment carried under my/our Import Account Number.

**CREDIT TERMS ARE STRICTLY 30 DAYS FROM DATE OF INVOICE SUBJECT TO APPROVAL IN WRITING BY COLEMAN TRANSPORT.**

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.....

Who warrants that he/she is a Director/Member of the Debtor authorised to sign on behalf of the Director and bind the Director 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.