



T.A.Woest Engineering cc – 1997/016526/23 – Trading as:

Mechtech

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APPLICATION FOR CREDIT FACILITIES

A. Company Details:

Registered Name: _____

Trading name: _____

Date Established: _____ Registration Number: _____

Indicate whether: Sole Proprietor__ Partnership__ Closed Corporation__ Public Company__
If your company is a cc it is our policy that suretyship is to be signed before we consider the application

Nature of Business: _____

V.A.T. Registration Number: _____ (Please attach a copy of V.A.T. Certificate)

Telephone Numbers: _____ Fax Number: _____

Physical Address: _____ Postal Address: _____

Postal Code: _____ Postal Code: _____

Premises : Owned__ Rented__ Leased__ Landlord(if not owned) _____
(Telephone Number) _____

B. Directors/Proprietor/Members/Owners/Partners Details.

(Full names,Addresses and I.D.Numbers Please)

1. _____ 2. _____

2. _____ 4. _____

C. Banking Details:

Bank: _____ Branch: _____ Account Number: _____

D. Trade References:

(Suppliers name, Telephone Number, Monthly purchase amount, Contact person)(Submit 4 References)

1. _____
2. _____
3. _____
4. _____

E: Suretyship:

1. I/We, the undersigned _____ (full names)
of _____ (address)
_____ (ID number)

bind and oblige myself / ourselves jointly and severally, and co-principal debtor in solidum for the payment upon demand of all and any sums of money which

_____ (hereinafter called the Debtor)

may now and from time to time hereafter owe and be indebted to

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(hereinafter called the Company)

it's successors and assigns , whether such indebtedness to incurred by the Debtor in the debtors own name or in the name of any firm which the debtor may be trading and whether solely or jointly with or in partnership for goods sold and delivered by the Company, together with such further sums in respect of interest and costs on an attorney-client scale.

2. The nature of the indebtedness of the debtor to the Company shall at any time be determined and proved by a written certificate purporting to have been signed by a Director of the Company, which certificate shall, on the mere production thereof be binding upon me and in any legal proceedings against me be prima facie proof of the contents of such certificate and of the amount is due and payable and will be valid as a liquid document against me/us in a Court of Law
3. I/We denounce the beneficium ordinis seu excussionis et divisionis and confirm that this suretyship shall remain in force notwithstanding any intermediate settlement of account or my / our death or disability.
4. I / We hereby consent that any proceedings at law which the Company may institute against me / us in terms hereof may, at the option of the Company, be instituted in the Magistrate's Court for any district having jurisdiction in respect of the Debtor by virtue of Section 28(1) of the Magistrate's Court act 32 of 1944 to the jurisdiction of which Court I / We hereby consent in terms of Section 45 of the aforesaid Act or the relevant section of any amending or substituted enactment to such jurisdiction.

5. No variation of the suretyship shall be of any force or effect unless reduced to writing and signed by me / us and the Company.
6. It is agreed that this suretyship constitutes the whole agreement between us and that there are no warranties, promises or representations whatsoever made by the Company to me / us to sign this this suretyship.
7. No variation of the present or future agreement between the Debtor and the Company shall in anyway release me / us from my / our liability hereunder.
8. For the purpose of this suretyship and of any proceedings which may be instituted by virtue hereof, I / We have chosen as domicilium citandi et executandi

 Thus done and signed at _____ on this _____ day of _____ 200 .
 (Physical address)

Signed: _____

As witness:

1. _____ Tel No: _____
 _____ (Print Full Names)

2. _____ Tel No: _____
 _____ (Print Full Names)

F. Terms And Conditions:

1. I / We, the undersigned hereby declare that I / we am authorized to sign this document on behalf of the Debtor (Applicant) mentioned herein.
2. I / We, accept that should there be any intention of changing control or ownership of the applicants business, the Company (Mechtech) will be notified of such intention 30 days BEFORE the effective date.
3. I / We , accept that should there be any change of address or telephone numbers, the Company will be notified in writing immediately.
4. I / We, accept that should credit facilities be granted, that they may be withdrawn by the supplier at any time without prior notice, and the decision as to whether or not grant such facilities, is at the sole discretion of the Company.
5. The Debtor shall pay any legal costs, including attorney and own clients costs, and tracing fees incurred as a result of a breach thereof by the Debtor.
6. The plaintiff or applicant in any proceedings arising out of or in connection with this contract shall be entitled, but not obligated, to institute such proceedings in the Magistrate's Court Act that the Magistrate's Court having jurisdiction over any proceedings arising out of or in connection with this contract.
7. The Debtor chooses domicilium et citandi et executandi at it's physical address as stated.
8. I / We agree that the settlement terms are STRICTLY 30 DAYS NETT from date of statement and interest at Two(2) percent above current bank rates will be charged on all overdue accounts.

9. Unless the Company receives written notice of the claims for shortages within 14 days of receipt of the goods or non-delivery of goods within 30 days of the debtor's receipt of relevant consignment / delivery note, no claims shall be enforceable. Notwithstanding the foregoing, in the case of goods supplied F.O.R. Company's works, the risk in such goods will pass, at latest, upon loading by the debtor or his agent.
10. It is understood that the Company gives no warranty, whatsoever, expressed or implied. In event of goods being proved defective, or not according to specifications as laid out on Debtors written order, the Company shall not be responsible for the Debtors loss, direct or consequential, it's liability being limited to replacement only. It is further understood that no responsibility will be attached to the Company by reason of late delivery.
11. **ALL ORDERS PLACED MUST BE FOLLOWED UP BY A FAXED OR POSTED ORDER BEFORE THE COMPANY ACCEPTS IT AS AN OFFICIAL ORDER.**

I / We have read the above and completed the information required, and certify it to be true and correct in every respect.

Signed: _____ Date: _____

Name(In Full) _____

Capacity: _____

PLEASE RETURN THE ORIGINAL DOCUMENT BY POST BACK TO US. ONLY ON RECEIPT OF THE ORIGINAL DOCUMENTS WILL THE ACCOUNT BE OPENED