

9 Top Road
Anderbolt
Boksburg 1459
South Africa

P. O. Box 6520
Dunswart 1508
South Africa

Tel: 011 918 7390
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ACCOUNT APPLICATION

CONFIDENTIAL

The Applicant/Purchaser is fully aware of the Standard Terms and Conditions of haulage, storage and related services to this application, of which the standard terms and conditions (annexed hereto) are specifically incorporated herein. The Applicant/Purchaser agrees that he/she/it is fully aware of the contents thereof and the same is effective and considers same as binding on him/her/it.

Applicant/Purchaser full name: _____

Trading address: _____

OFFICE STAMP OF APPLICANT/PURCHASER

Please complete application **IN FULL WITHOUT alternations or deletions.** Copies of the following documents to be attached:

1. Applicant's registration certificate
2. Directors / Members / Partners / Trustees / Individual Owners identity documents
3. VAT registration certificate
4. Cancelled cheque / bank letter confirming banking details

No Application will be considered for approval without Suretyship been completed and signed in full.

As per the Protection of Personal Information Act 4 of 2013: The personal information hereby provided by the Applicant/Purchaser will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorisation is obtained.

To ensure rapid processing of this facility, please complete all details (NB: to be done IN FULL WITHOUT alternations or deletions)

Registered name of business: _____
 Trading name of business: _____
 Registration number: _____
 Date of registration: _____
 Form of business, i.e.

Company	Close Corporation	Partnership
Trust	Individual (Sole Proprietor)	
In the event of the Applicant being an individual (Sole Proprietor), marital status to be confirmed		Married IN C.O.P. (if COP spouses ID required)
		Antenuptual

In the event of the Applicant being a Trust (details of Trustees):

Full names and surname of ALL the Trustees	Identity no
1.	
2.	
3.	

Trading address: _____
 Town: _____
 Registered address: _____
 (if different from above) Town: _____
 Landlord's name and address _____
 Town: _____

Business tel no: _____ Fax no: _____
 E-mail: _____ Website: _____
 Nature of business: _____
 Date business commenced: _____
 VAT no: _____
 TAX no: _____
 Bankers: _____ Account no: _____
 Branch: _____ Branch code: _____
 Type of account: _____ Date account opened: _____
 Name of auditor/accountant _____
 Address of auditor _____
 Tel: _____
 Contact person: _____

Current asset value of applicant	More than R1 mil	Less than R1 mil
Current annual turnover of applicant	More than R1 mil	Less than R1 mil
Current asset value of "Related Businesses" of applicant	More than R1 mil	Less than R1 mil
Current annual turnover of "Related Businesses" of applicant	More than R1 mil	Less than R1 mil

Definition of "Related Business": the same person has control over the Applicant and the Related Business OR the Related Business controls the Applicant or is controlled by the Applicant

Details of immovable property owned by the Applicant
 Address: _____ Stand no & township: _____
 Estimate value: _____ Outstanding bond: _____
 Bond holder: _____ Name of registered owner: _____

Details of Directors / Members / Partners / Trustees / Individual Owners (copies of ID's to accompany application):

Name	Postal address	Residential address	Cell phone/home tel	Identity no:
1.				
2.				
3.				

Trade references

1.	Business name		Contact person	
	Street address		Business tel no	
	Supplier account no		Average monthly purchases	
2.	Business name		Contact person	
	Street address		Business tel no	
	Supplier account no		Average monthly purchases	
3.	Business name		Contact person	
	Street address		Business tel no	
	Supplier account no		Average monthly purchases	

LEGAL HISTORY:		YES	NO
Is the Applicant, or has Applicant ever been under business rescue			
Has the Applicant ever been deregistered			
Is there any judgments against the Applicant			
Any pending liquidation application			
Any current legal action against the Applicant which may influence ABN LOGISTICS (PTY) LTD's decision to open an account for the Applicant			

Person dealing with Applicant's accounts: _____ Tel: _____

Person dealing with Applicant's orders: _____ Tel: _____

Credit limit required by Applicant: R _____

I hereby declare that the above information to be true and correct and that **I am a duly authorised representative** of the Applicant and may enter into this agreement on behalf of the Applicant (Resolution to be attached).

Print name _____ Signature _____

Designation of deponent _____ Date _____

To ensure rapid processing of this facility, please complete all details (**NB: to be done IN FULL WITHOUT alternations or deletions**)

TERMS AND CONDITIONS

I/We the undersigned, duly authorized to act on behalf of the Applicant, hereby apply for an account with ABN LOGISTICS (PTY) LTD on the terms and conditions contained herein:

1. These Terms and Conditions will apply to any business relationship between ABN LOGISTICS (PTY) LTD and the Applicant pursuant to this agreement.
2. The Terms and Conditions of the Applicant, whether standard or not, will only apply to the relationship between ABN LOGISTICS (PTY) LTD and the Applicant and bind ABN LOGISTICS (PTY) LTD as if expressly accepted by ABN LOGISTICS (PTY) LTD in writing.
3. Consent to my accountants, auditors and bankers to supply such information as may be necessary to ABN LOGISTICS (PTY) LTD.
4. Choose as *domicilium citandi et executandi* for the Applicant the physical trading address as set out above.
5. Accept that a certificate issued and signed by the Chief Financial Officer (CFO) of ABN LOGISTICS (PTY) LTD will be and is a correct reflection of the transactions between the Applicant and ABN LOGISTICS (PTY) LTD and constitutes *prima facie* proof of such amount and that the balance due indicated by him/her will be the correct amount due to ABN LOGISTICS (PTY) LTD at the date of the certificate.
6. Hereby agree and consent to the jurisdiction of the Magistrate's Court situated within the district or region of ABN LOGISTICS (PTY) LTD's main place of business namely no 9 Top Road, Anderbolt, Boksburg, Gauteng, alternatively the High Court situated in Gauteng for any action arising from this agreement against the Applicant and/or any Surety.
7. Agree to pay all legal costs, including attorney and client costs and collection commission should any legal action be instituted against me or the Applicant for any debt.
8. Accept that payment terms are strictly cash, or 7 days after Proof of Delivery if so agreed by ABN LOGISTICS (PTY) LTD, further alternatively 30 days if so agreed by ABN LOGISTICS (PTY) LTD. In the event that no facility has been applied for and granted by ABN LOGISTICS (PTY) LTD, payment terms are strictly on delivery to the Applicant.
9. All and any discounts reflected as such on invoices and/or statements, shall be reversed with immediate effect and the full amount will be due and payable.
10. Agree that any facility granted to the Applicant will carry interest equal to the prime interest rate levied by ABN LOGISTICS (PTY) LTD's Bankers at the prime, plus 3% on amounts outstanding for longer than 30 days. Interest is compounded monthly in arrears. The interest rate may be certified by any manager of ABN LOGISTICS (PTY) LTD's bankers whose appointment, capacity or authority it will not be necessary to prove and such certificate shall constitute *prima facie* proof of such amount.
11. Accept that until such time as the Applicant has paid the purchase price in full in respect of haulage, storage and/or related services, ABN LOGISTICS (PTY) LTD will have a lien/retention right in and to all of the Applicant's goods and/or all and any goods transported and/or stored on behalf of the Applicant. ABN LOGISTICS (PTY) LTD shall be entitled to take possession of any such goods which have not yet been paid for in respect of an overdue amount. In the event that no credit facility has been applied for and granted by ABN LOGISTICS (PTY) LTD, payment terms are strictly on delivery to or collection of the goods by the Applicant.
12. In the event of the Applicant effecting payment by means of a cheque and/or electronic funds transfer (EFT), payment will only be deemed to have been received once the monies have been cleared into ABN LOGISTICS (PTY) LTD's bank account.
13. All payments to ABN LOGISTICS (PTY) LTD are made free of exchange.

14. A copy of ABN LOGISTICS (PTY) LTD's proof of delivery (POD) signed by a person acting on behalf of the Applicant or purporting to do so, or by the person apparently in charge of the Applicant's premises where ABN LOGISTICS (PTY) LTD makes delivery, shall be deemed to be *prima facie* proof that the specified quantities of the products listed on the POD have been received by the Applicant, unless the contrary is proved.
15. Unless ABN LOGISTICS (PTY) LTD and the Applicant agree otherwise in writing, any date of delivery furnished by ABN LOGISTICS (PTY) LTD will be an estimate only. ABN LOGISTICS (PTY) LTD will not be liable for any delay whatever the cause and will not be liable for any loss or damage suffered by the Applicant as a result of any delivery not made on the delivery date furnished by ABN LOGISTICS (PTY) LTD.
16. It will be deemed that ABN LOGISTICS (PTY) LTD delivered the correct order to the Applicant, unless the contrary is proved, if the Applicant does not give written notice to ABN LOGISTICS (PTY) LTD within 48 hours of date of delivery of any shortfall and/or error in the order so delivered.
17. ABN LOGISTICS (PTY) LTD will not be liable for any consequential loss or damages incurred by the Applicant.
18. In the event of ABN LOGISTICS (PTY) LTD being liable for damages, such damages shall be limited to the amount of the order giving rise to such claim.
19. In the event of the Applicant committing any breach of these terms and conditions or any other agreement entered into between ABN LOGISTICS (PTY) LTD and the Applicant in writing, ABN LOGISTICS (PTY) LTD shall be entitled at its sole discretion and without prejudice to any other rights it might have against the Applicant to obtain an order for specific performance, with or without claiming damages; and to claim immediate payment of all amounts owed by the Applicant to ABN LOGISTICS (PTY) LTD, whether or not such amounts are then due and payable; to take possession of all the Applicant's goods in control of ABN LOGISTICS (PTY) LTD, retain all payments already made and claim as liquidated damages payment of the difference between any balance then outstanding and the value of the goods; to suspend the carrying out of any of ABN LOGISTICS (PTY) LTD's then uncompleted obligations until the breach is remedied to ABN LOGISTICS (PTY) LTD's satisfaction; and/or terminate any facility granted to the Applicant.
20. These terms and conditions read with the standard terms and conditions incorporated herein constitute the whole agreement between ABN LOGISTICS (PTY) LTD and the Applicant and replace any previous/preliminary understanding between them. No sales representative, employee or agent other than the Managing Director of ABN LOGISTICS (PTY) LTD shall have the authority to grant the Applicant any facility or increase same.
21. ABN LOGISTICS (PTY) LTD may at its sole discretion grant, refuse or withdraw the facility at any time without prior notice to the Applicant.
22. Where these terms and conditions or any document to which these terms and conditions apply has been signed by a person in a representative capacity or for an Applicant who is a Company, Close Corporation or a Trust, he/she by their signature confirms that he/she has been duly authorized by special resolution signed by all Directors of the board, Members or Trustees and a copy of same will be furnished to ABN LOGISTICS (PTY) LTD on request.
23. The Applicant shall advise ABN LOGISTICS (PTY) LTD in writing prior to any change in ownership or control of the Applicant, including the sale of the Applicant's business or any part hereof, failing which the Applicant indemnifies and holds ABN LOGISTICS (PTY) LTD harmless for any loss, damage, claim or expense that ABN LOGISTICS (PTY) LTD may incur as a result of such change of ownership or control, including but not limited to, any loss sustained by ABN LOGISTICS (PTY) LTD as a result of continuing to grant facilities, it being specifically recorded that the intention of ABN LOGISTICS (PTY) LTD to grant any facility is subject to and dependant on the structure of ownership and control of the Applicant and/or its businesses and ABN LOGISTICS (PTY) LTD shall not be obliged to continue to grant facilities in the event of a change of ownership or control of the Applicant.
24. In the event of the Applicant undergoing a change of ownership or control in the future, the Applicant will remain liable to ABN LOGISTICS (PTY) LTD despite the change in ownership in respect of any outstanding amount due to ABN LOGISTICS (PTY) LTD prior to such change of ownership or control. Despite the Applicant's notification to ABN LOGISTICS (PTY) LTD or published advertisement of the change in ownership or control, the Applicant will remain liable to ABN LOGISTICS (PTY) LTD for any amounts outstanding to ABN LOGISTICS (PTY) LTD prior to the effective date of such change of ownership or control.
25. Consent to ABN LOGISTICS (PTY) LTD to carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors of the Applicant's in terms of this agreement. ABN LOGISTICS (PTY) LTD may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of the Applicant's on how the Applicant has performed in meeting

2. SIGNED at _____ on this _____ day of _____ 20 _____
(city/town) (day) (month)

SIGNATURE OF SURETY AND CO-PRINCIPAL DEBTOR

WITNESS

3. SIGNED at _____ on this _____ day of _____ 20 _____
(city/town) (day) (month)

SIGNATURE OF SURETY AND CO-PRINCIPAL DEBTOR

WITNESS