



SHAYA FIRE

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APPLICATION FOR CREDIT (INCLUDING SURETYSHIP) FORM

1. Registered name of Company	Reg No.	
2. Trading name		
3. Postal Address		
4. Street Address		
5. Registered Address		
6. Telephone code & number ()	Fax code & number ()	
7. VAT Registration number		
8. Date of establishment of business		
9. Names of subsidiary & associated companies		
10. Type of business		
11. Premises <input type="checkbox"/> owned <input type="checkbox"/> leased? Name of Landlord:		
12. Postal address of Landlord		
13. Name, address of Proprietors <input type="checkbox"/> Directors <input type="checkbox"/> Members <input type="checkbox"/> Partners <input type="checkbox"/>		
14.	ID	
15.	ID	
16.	ID	
17.	ID	
18. Auditors name	Tel area code & no. ()	
19. Bankers name	Branch	
20. Account name	Account number	Date opened
21. Trade Reference Name	Tel code & number ()	
22. Address	Credit limit	
23. Trade Reference Name	Tel code & number ()	
24. Address	Credit limit	
25. Trade Reference Name	Tel code & number ()	
26. Address	Credit limit	
27. Has any director \ member \ partner \ owner ever been liquidated, sequestrated, or placed under judicial management?		
(Yes)	(No)	
28. If yes, name of director \ member \ partner \ owner		
Details		
29. Account contact person	Order No. used (Yes) (No)	Cr Required: R

For office use only		
Reviewed:	_____	
Accepted:	Limit R _____	Date: _____
Authorised:	_____	

(initial)

SURETYSHIP

I/We, the undersigned

(full name of surety)

and

(full name of surety)

and

(full name of surety)

(hereinafter referred to as "the SURETIES") hereby bind ourselves jointly and severally as surety for and co-principal debtor with

(company or trading name)

(hereinafter referred to as "the DEBTOR") for the payment on demand of all monies which the DEBTOR may now or from time to time hereafter owe to

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(hereinafter referred to as "the CREDITOR"), its/his successor(s) from whatsoever cause arising, as well as for the payment of all amounts whatsoever which the DEBTOR may be or become liable from time to time to pay to the CREDITOR in respect of interest and/or any other charges and costs (including attorney and client costs), arising out of goods sold and delivered by the DEBTOR to the CREDITOR.

1. The CREDITOR is hereby irrevocably authorised to apply any monies received by it from us in terms of this suretyship against the indebtedness to it of the DEBTOR in such manner as the CREDITOR in its discretion may think fit;
2. This suretyship shall be in addition to and without prejudice to any other suretyship or securities now held or hereafter held by the CREDITOR from or on behalf of the DEBTOR;
3.
 - 3.1 The amount of the DEBTOR'S indebtedness and of us hereunder to the CREDITOR at any time shall be determined and proved by a certificate signed by the CREDITOR (or any of the CREDITOR'S directors, whose appointment, qualification and/or authority need not be proved);
 - 3.2 A certificate, in terms of 3.1 shall be –
 - 3.2.1 binding on us;
 - 3.2.2 prima facie proof of the amount of our indebtedness hereunder; and
 - 3.2.3 valid as a liquid document against us in any competent court for the purpose of obtaining provisional sentence or judgement against me thereon;
 - 3.3 At the option of a CREDITOR any claim against us, arising hereunder, may be brought in any Magistrate's Court having jurisdiction notwithstanding that the amount of that claim may exceed the jurisdiction of the said court.
4. Should the CREDITOR cede its claim against the DEBTOR to any third party, then this suretyship shall be deemed to have been given by us to such cessionary, who shall be entitled to exercise all rights in terms of this deed of suretyship as if such cessionary were the CREDITOR;

(initial)

5. Should we at any time in defending any action based on this suretyship allege that –
 - 5.1 no money was paid over by the CREDITOR to the DEBTOR; and/or
 - 5.2 there is no reason or cause for the DEBTOR’S obligation to the CREDITOR; and/or
 - 5.3 errors have been made in the calculation of the amount claimed;

then the onus of proving such a defence will rest on us.

6. We renounce the benefits of excussion, division and cession of action, the full meaning and effect of which we know and understand.
7. In the event of the CREDITOR consulting an attorney, the DEBTOR shall on demand pay all legal costs and disbursements so incurred including particularly, collection charges and costs as between Attorney and Client.
8. The fact that this document has not been signed by all three parties shall not invalidate it in respect of those parties who have signed it.

DATED at _____ this _____ day of _____ 2008.

AS WITNESSES:

- | | | |
|----|--------------------------------------|-----------------------|
| 1. | | |
| | (full name and signature of witness) | (signature of surety) |
| 2. | | |
| | (full name and signature of witness) | (signature of surety) |
| | | |
| | | (signature of surety) |

(initial)