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BUSINESS CREDIT APPLICATION FORM - BUSINESS DETAILS

Full Registered name of Organisation ("Applicant"): .....

Trading name of Applicant (if applicable): .....

Co Registration no: ..... VAT Registration no: ..... Date established: .....

Type of entity: Private Company  Close Corporation  Partnership  Trust  Sole Proprietor

Other (specify)

(Tel) ..... (Fax) ..... (E-mail) .....

Street address ..... Town ..... Code .....

Postal address ..... Town ..... Code .....

Name of Banker (Business)

Banker: ..... Account No: ..... Branch Code: ..... Account type: .....

Date Account Opened: .....

If account has been open for less than 3 years, please state details of previous account: .....

Trade references:

1. Trade reference ..... Tel no. ....

Email address: .....

2. Trade reference ..... Tel no. ....

Email address: .....

3. Trade reference ..... Tel no. ....

Email address: .....

Owners/Partners/Directors/Members details

1. .... Contact: ..... ID number: .....

2. .... Contact: ..... ID number: .....

3. .... Contact: ..... ID number: .....

Credit limit required: R .....

Payment terms required: 30 days from date of statement  or current account payment due 1<sup>st</sup> week of new month

Contact person in accounts department:

Name: ..... Telephone no: ..... Fax no. ....

Email address: .....

**Judgments:**

Have any civil judgments been entered against the applicant in the past five years or are there currently any civil proceedings pending against the applicant? If so, please give details:

.....

**The Applicant hereby agrees to the following:**

1. The Company "MOD Tyres" reserves the right at any time to cancel, withdraw, vary or amend any credit facility granted to the applicant, without prior notice. In the event that the Company withdraws or cancels such credit facilities, all amounts owing by the applicant to the Company will immediately become due, owing and payable.
2. In granting any credit facility, the Company shall be entitled to act either as agent or principal, at its election.
3. The applicant shall not be entitled to rely on the benefit of exceptio non causa debiti.
4. The decision whether or not to grant credit to the Applicant is in the sole discretion of the Company. A credit agreement between the Applicant and the Company will not have been concluded until the Company has communicated its acceptance of this credit application to the Applicant, which acceptance (or rejection, as the case may be) shall be communicated either orally or in writing.
5. The Applicant warrants that all the information contained in this credit application form is true and correct and authorizes the Company to use any reasonable means to verify this information.
6. The Applicant indemnifies the Company and against any and all legal costs incurred by the Company and in the event that it instructs attorneys to recover any amounts owing to it by the Applicant.
7. The Individual signing this agreement on behalf of the application warrants that he/she has the necessary authority to bind the Applicant.
8. The Applicant nominates its street address set out above as its chosen domicilium citandi et executandi for service of any legal notices, pleading or documents.
9. No relaxation or indulgence granted to the applicant by the Company at any time, shall be deemed to be a waiver of any of its rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the Company.
10. Any agreement purporting to vary the terms and conditions set out herein or any consensual cancellation, shall not be valid unless reduced to writing and signed by a duly authorized director of the Company.

I, the undersigned..... do hereby warrant that I am duly authorized to make this Credit Application and to sign this agreement on behalf of the applicant.

Signed: ..... Date: .....

For and behalf of the applicant AND in my capacity as surety

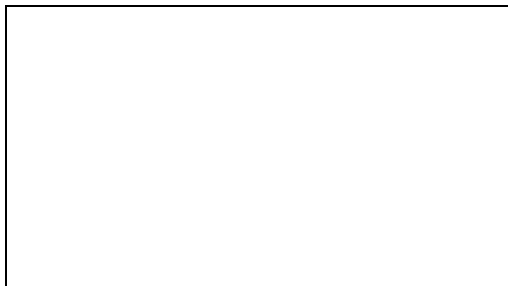
and co-principal debtor..... Name: .....

Designation: .....

Witness 1: ..... Witness 2: .....

Name: ..... Name: .....

Company's stamp:



**FOR OFFICE USE ONLY (MOD TYRES)**

Account Number Assigned.....

Date Approved .....

Credit Limit Granted .....

Payment Terms Granted .....

Special Condition .....

Account Executive .....

Branch .....

**SIGNED FOR AND ON BEHALF OF MOD TYRES.**

Name in full .....

Designation .....

Signature .....

Date .....

Company stamp:

