



APPLICATION FOR CREDIT FACILITIES INCORPORATING A DEED OF SURETYSHIP IN FAVOUR
OF THE SUPPLIER WHOSE DETAILS ARE AS FOLLOWS:

FILTRIO CARGO ACCESSORIES (PTY) LTD

Address: 75 5th Avenue, Alberton, 1449

Registration No.: 2012/006483/07

VAT No. 4830264703

Tel No.: 011 613 1430

Fax No.: 086 214 2130

Email Address: info@filtrio.co.za

Web Address: www.filtrio.co.za

Supporting documents required:

Application forms will not be considered unless all supporting documents are attached:

- Clear ID copies of all members/directors/owners must be supplied
- Copy of vat registration certificate
- Copy of Company/ Close Corp. registration certificate
- Proof of Banking facility (certificate not older than 3 months) or cancelled cheque
- BBBEE Certificate
- **Letter of Authority – Applicant's authorised persons whose signatures may bind the applicant in any transaction with Filtrio Cargo and Accessories Pty Ltd.**

THE LEGAL ENTITY (HEREINAFTER REFERED TO AS 'THE APPLICANT')

SECTION A: THE APPLICANT

1 a. Full Registered Name: (The account shall be operated in the name of):

b. Physical Address (Physical address of the account holder as above, which address shall be the chosen domicilium address of the applicant, being the address at which the applicant shall accept service of all legal processes and documents):

Code: _____

2. Postal Address:

Code: _____

3. Principal place of business:

Code: _____

4. Contact Details:

a. Telephone Numbers: ____ : ____ : ____

b. Fax Number: _____

c. Email Address: _____

5. Does the Applicant trade under any different name/s? Yes ☐ No ☐ (If 'Yes', please supply the following information):

a. Trading Name: _____

b. Address: _____

c. Nature of the Business: _____

6. Address to which the correspondence / statements should be mailed:

a. Postal Address: _____

Code: _____ or

b. Email Address: _____

SECTION B: DETAILS OF CONCERN

1. Who are the Auditors / Accounting Officer of the Applicant?

a. Name: _____

b. PostalAddress: _____

c. Code: _____

d. Tel: _____

e. Fax: _____

2. Details of Applicant's Bankers

- a. Full Name of Account Holder: _____
- b. Bank Name: _____
- c. Bank Branch Name: _____
- d. Bank Branch Code: _____
- e. Account No: _____
- f. Account Description (Current, Savings, etc.): _____
- g. Date Opened (DDMMYYYY): _____

3. VAT Registration Number: _____

4. Trade References:

- I. : _____
Tel: _____
- II. : _____
Tel: _____
- III. : _____
Tel: _____
- IV. : _____
Tel: _____

5. Are the Applicant's business premises rented?

Yes ☐ No ☐

If 'Yes', please furnish the following details of the Landlord:

- a. PostalAddress: _____
- b. PhysicalAddress: _____
- c. Tel: _____
- d. Fax: _____
- e. Period at this address (in years): _____

If 'No', please furnish details of fixed property owned by Applicant:

- a. Address: _____
- b. Stand No & Township: _____
- c. Estimated Value: R _____
- d. Bond Value: R _____
- e. Bond Holder: _____
- f. In whose name is the property registered: _____

SECTION C – COMPANY/CLOSE CORP REGISTRATION DETAIL:

Registration Number: _____

Date of Registration (DDMMYYYY): _____

Who are the Directors/Members?

Director 1

Full Names _____
ID Number _____
Residential Address _____
_____ Code _____
Contact Number _____

Director 2

Full Names _____
ID Number _____
Residential Address _____
_____ Code _____
Contact Number _____

Director 3

Full Names _____
ID Number _____
Residential Address _____
_____ Code _____
Contact Number _____

Director 4

Full Names _____
ID Number _____
Residential Address _____
_____ Code _____
Contact Number _____

SECTION D - SOLE PROPRIETOR/PARTNERSHIP

Sole Proprietor/Partner

Full Name of Applicant _____

1. Applicants Identity Number _____

2. Select your gender and marital status

Male ☐ Female ☐

Married ☐ Not Married ☐

3. If you are married, please check the appropriate box

- a. In Community of Property ☐
- b. Ante nuptial contract-with accrual system ☐
- c. Ante nuptial contract-without accrual system ☐
- d. Date when married (DDMMYYYY): _____

4. Applicant's Spouse's Information:

- a. Full name of spouse: _____
- b. Spouse's ID No.: _____
- c. Occupation : _____
- d. Name Of Employer: _____
- e. Employer's Address : _____
- f. Salary: R_____
- g. Other Income _____

5. Have you or your spouse ever been declared insolvent or applied for debt review or made a compromise to your creditors?

Yes ☐

No ☐

Partner 2

Full Name of Applicant _____

1. Applicants Identity Number _____

2. Select your gender and marital status

Male ☐ Female ☐

Married ☐ Not Married ☐

3. If you are married, please check the appropriate box

- a. In Community of Property ☐
- b. Ante nuptial contract-with accrual system ☐
- c. Ante nuptial contract-without accrual system ☐
- d. Date when married (DDMMYYYY): _____

4. Applicant's Spouse's Information:

- a. Full name of spouse: _____
- b. Spouse's ID No.: _____
- c. Occupation : _____
- d. Name Of Employer: _____
- e. Employer's Address : _____
- f. Salary: R_____
- g. Other Income _____

5. Have you or your spouse ever been declared insolvent or applied for debt review or made a compromise to your creditors?

Yes ☐

No ☐

SECTION E – SECURITIES

1. Is the applicant's principals prepared to give surety?

Yes ☐

No ☐

SURETYSHIP

DEED OF SURETYSHIP:

I, the undersigned _____ (Full Names),

ID No: _____ ,

by my signature do hereby interpose and bind myself jointly and severally unto and in favour of THE SUPPLIER its orders or assigns, as surety and co-principal debtor with the aforesaid applicant for the due and punctual payment by THE APPLICANT to THE SUPPLIER of any amount, which is now, or, which may here after become owing by THE APPLICANT to THE SUPPLIER from any cause of indebtedness however arising.

I acknowledge and agree that:

- 1.) My liability in terms of this suretyship signed by me shall not be affected in any manner by any credit limit requested by the APPLICANT and granted by THE SUPPLIER to the APPLICANT. I, in my capacity as the Surety of the Applicant shall at all times be liable for the full extent of the indebtedness of THE APPLICANT to THE SUPPLIER.
- 2.) I also agree that a certificate issued and signed and by a director or manager of THE SUPPLIER shall be prima facie evidence of the APPLICANT'S indebtedness and my indebtedness to THE SUPPLIER, in terms of this suretyship undertaking.
- 3.) I hereby acknowledge and agree that the consent given under Section F hereunder also applies to me.
- 4.) THE SUPPLIER may still proceed against me in my capacity as the Surety, notwithstanding the fact that THE SUPPLIER has reached a compromise with the Applicant.

I hereby choose as my domicilium address being the address at which I shall be prepared to accept service of any notice, any legal process or any documents, the address as reflected in paragraph 2(b) of Section 'A' of this application.

SIGNED at _____ on this _____ day of _____ 20____

Signature: _____
AS SURETY AND CO-PRINCIPAL DEBTOR

Print Name: _____

- 7. NATIONAL CREDIT ACT NO. 34 of 2005** Is the applicant's asset value or annual turnover together with the combined asset value or annual turnover of all related juristic persons in excess of one million rand? Yes ☐ No ☐

If your answer is 'NO', then the Applicant needs to attach a declaration outlining their financial commitments, including the monthly commitments to Creditors, as well as a copy of their latest Financial Statements. The Applicant also needs to declare that by entering into this agreement/business relationship, it will not cause the Applicant to become over indebted as contemplated in the National Credit Act

If your answer is 'YES', the Applicant warrants that:

The provisions of the National Credit Act No. 34 of 2005 (and any amendment thereof) ('the Act') does not apply to this application for credit facilities (and the agreement arising therefrom) and, the Applicant is a juristic person on which the asset value, or annual turnover, together with the combined asset value, or annual turnover of all related juristic persona (at the time this application is completed, signed and accepted), equals or exceeds the threshold value determined in terms of Section 7(1) of the Act, from time to time and which is currently R1 000 000,00 (one million rand); and / or

This application and any agreement which arises here from, constitutes a 'large agreement,' as defined in terms of Section 8(4) of the Act, in that it constitutes a credit transaction in terms whereof the principal debt equals or exceeds the sum of R250 000,00 (two hundred and fifty thousand rand) , and the applicant is a juristic person the asset value or annual turnover of which is at the time of the completion, signature and acceptance of this application, below the threshold value determined in terms of Section 9(1) of the Act, from time to time (and which is currently R1 000 000,00 (one million rand), as provided for in terms of Section 4 of the Act.

Annual Turnover: Less than R1, 000,000.00 ☐ or Greater than R1, 000,000.00 ☐

8. Credit Limits:

Maximum credit limit required: R _____

My / Our anticipated monthly purchases would range between (Lowest) and (Highest):

Lowest: R _____

Highest: R _____

9. My / Our BEE Status

Level: Unknown ☐

1 ☐

2 ☐

3 ☐

4 ☐

5 ☐

6 ☐

7 ☐

8 ☐

SECTION F – CONSENTS AND ACCEPTANCES

10. I / We undertake to pay my / our account within the agreed terms as stipulated by THE SUPPLIER which will be mailed/Emailed to my / our address as stated in Paragraph 6 of Section 'A' above.

11. I furthermore accept that all business is undertaken by the APPLICANT, strictly and exclusively subject to THE SUPPLIER's standard trading terms and conditions, a copy of which is available on request.

DO THE PRINCIPALS AND APPLICANT AGREE TO CLAUSES 10 AND 11 ABOVE

Yes ☐

No ☐

12. Contact Person responsible for this credit application: _____

Do the Applicant and its principals hereby specifically CONSENT that THE SUPPLIER may: -

- Perform a credit search on their records with a registered credit bureau to monitor their payment behaviour by researching their records at a registered credit bureau?
- Use new information and data obtained from any registered credit bureau in respect of their future business transactions?
- Record the details in respect of the conduct of their accounts with the THE SUPPLIER with a registered credit bureau?
- Record and transmit details of how they have performed, and how the account was conducted?

DO THE PRINCIPALS AND APPLICANT AGREE TO THE ABOVE TERMS OF THE CONSENT CLAUSE?

Yes ☐

No ☐

THE UNDERSIGNED, FOR AND ON BEHALF OF THE APPLICANT, HEREBY WARRANT THAT:

All the information recorded in this application is true and correct, and that it has been signed out of my own free will and with the full knowledge and understanding of the contents hereof and that I am duly authorised in doing so.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE for and on behalf of the Applicant he/she being duly authorized thereto

PRINT NAME OF SIGNATORY FOR AND ON BEHALF OF APPLICANT: _____

I.D. NUMBER OF SIGNATORY FOR AND ON BEHALF OF APPLICANT _____

WITNESS

SIGNED at _____ on this _____ day of _____ 20 _____

SIGNATURE of WITNESS

PRINT NAME OF WITNESS _____

I.D. NUMBER OF WITNESS _____

PLEASE FAX OR SCAN AND EMAIL A COPY OF THE DULY SIGNED AND COMPLETED CREDIT APPLICATION AND ADDITIONAL DOCUMENTS TO US.