



**APPLICATION FOR A CREDIT FACILITY, GENERAL CONDITIONS  
OF CONTRACT AND ENCUMBERING  
A PERSONAL DEED OF SURETYSHIP**

**“Consent to Credit Checking”**

The applicant hereby acknowledge and agrees that:

- a) The Company (the Creditor) may carry out a credit check with one or more licensed credit agencies which will retain a record of that search.
- b) In the event of this account going into default, relevant details will be recorded with a Credit Agency. Such recorded information may be used by other lenders in assessing any application for credit by the Applicant and members of the Applicant’s household, and for occasional debt tracing and fraud prevention purposes.
- c) The existence of this account may be recorded with a Credit Agency.
- d) Details of how the account is conducted by the Applicant will be recorded with a credit agency and may be shared with other lenders for the purpose of accessing further applications for credit by the Applicant and members of the Applicant’s household, and for occasional debt and fraud prevention purposes.
- e) The Company may search the files of a Credit Agency, which will keep a record of that search.
- f) This information may be used by the Company in assessing future credit applications by the Applicant and members of his household, and for occasional debt tracing and fraud prevention.
- g) Where this account is in arrears, or any outstanding sum is not liquidated in full on due date, the Company is hereby irrevocably authorized, without further reference of notice to the Applicant, to disclose such arrears or failure to a Credit Bureau.”

**1. Type of Business**

Sole Owner  Partnership  (Pty) Limited  Close Corp.  Other

2. Registered Company Name: \_\_\_\_\_

3. Trading as: \_\_\_\_\_

4. Physical Address: \_\_\_\_\_

5. Registration No.: \_\_\_\_\_ Date Business Started: \_\_\_\_\_

6. Postal Address: \_\_\_\_\_

7. Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Type Business: \_\_\_\_\_ Vat No.: \_\_\_\_\_

8. Cell No.: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

9. Auditors/Accounting Officer/Bookkeepers Name + Telephone No.: \_\_\_\_\_

FULL NAMES OF OWNERS/PARTNER/DIRECTORS/MEMBERS	IDENTITY NO. DATE OF BIRTH	RESIDENTIAL ADDRESS	TELEPHONE NO.

**NB! PLEASE ATTACH ORIGINAL CERTIFIED COPIES OF ID DOCUMENTS.**

TRADE REFERENCES		TERMS	ACC. VALUE
1. NAME		TEL	
2. NAME		TEL	
3. NAME		TEL	
4. NAME		TEL	
5. NAME		TEL	

DETAILS OF PROPERTY OWNED BY COMPANY/CC/PARTNERS/PROPRIETOR AND DIRECTORS					
ADDRESS	STAND NO. & TOWNSHIP	ESTIMATED VALUATION	BOND HOLDER	AMOUNT OF BOND	IN WHOSE NAME IS THE PROPERTY REGISTERED
		R		R	
		R		R	

Has the Company/CC/Partnership issued/signed any Guarantees in favour of other Creditors? YES  NO

Have the Directors/Partners/Members issued/signed any Guarantees n favour of other Creditors? YES  NO

If YES please specify \_\_\_\_\_

Are your latest Financial Statements available for inspection? - YES  NO

Name of person in actual control of business: \_\_\_\_\_

Accounts Department Contact: \_\_\_\_\_ Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

BANK	BRANCH CODE	BANK ACCOUNT NO

Estimated Credit required: R \_\_\_\_\_

Do you require Goods in Transit insurance? YES  NO  Amount R \_\_\_\_\_

Note: Credit and Goods in transit insurance limits to be confirmed in approval letter as per point 5 of conditions.

I/We the undersigned do hereby warrant that all the information recorded in this application is true and correct.

I/We will abide by your normal terms of credit which are **30 days** from date of statement. I/We do hereby accept the Conditions of Sale and General Conditions of Contract for work to be carried out as set out in this document. I/We further agree that these conditions will be applicable to all contracts for the purchase of goods from the supplier or repair of goods by the supplier. I/We sign of my/or own free will and with full knowledge and understanding of the contents hereof, and I am/We are duly authorized in doing so.

- (a) We hereby select and nominate the address stated in Section A Clause 4 above as My/Our Domicillium Citandi et Executandi for service upon Me/Us of all notices and processes in connection with any claim arising out of granting of credit facilities to Me/Us.
- (b) Should I/We at any stage change the form of legal entity or name of ownership under which the account and credit facilities are being used, or My/Our address (as in Section A clause 1 and in the applicable sections following thereafter) I/we undertake to notify you accordingly in writing by registered post within 10 days as from the date when the change takes effect. I/we furthermore indemnify ASPEN LOGISTIC SERVICES (PTY) LTD against any loss or damage which may result from such change of from failure on My/Our part to notify ASPEN LOGISTIC SERVICES (PTY) of such change.

**All signatories to this document are required to initial the bottom right hand corner of Page 1 - Page 5.**

<p><b>This application is based on your compliance and acceptance of our terms of 30 days.</b></p> <p>Signed at: _____ this _____ day of _____ 20 _____</p> <p>Signature/s of Applicant or its duly authorized Representative: _____</p> <p>Capacity: _____</p>
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- If the signatory is not a Member, Director, Partner of Sole Proprietor of the business then a copy of a proxy is required allowing a representative to sign on behalf of the business.

# DEED OF SURETYSHIP

I/We, the undersigned \_\_\_\_\_  
(Print Name and insert Identity Number)

do hereby bind Myself/Ourselves jointly and severally unto and in favour of: ASPEN LOGISTIC SERVICES (PTY) (PTY) LTD (hereinafter referred to as "the Creditor/s") as Surety/Sureties and co-principal debtor/s in solidum with I furthermore acknowledge and understand that in terms of this clause that I might be required to supply any information and or written details at any stage if and when the company requires it in relation to my obligations contained under said suretyship on receipt of such written demand from the company

\_\_\_\_\_

(hereinafter referred to as "the Principal Debtor") for the due punctual payment by the Principal Debtors to the Creditors of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditors from any cause of indebtedness howsoever arising and for the fulfillment of all the Principal Debtor's obligations to the Creditor.

For the purpose of any action against Me/Us a certificate by a Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditors and of the fact that the due date for payment of the same has arrived, shall be *prima facie* proof of the fact therein stated.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act 1944, to the Creditor taking any legal proceedings for the recovery of monies claimable hereunder or otherwise in the Magistrate's Court for any district having jurisdiction in respect of My/Our person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing the Creditor shall be entitled in its discretion to take any such legal proceedings in any other Court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs as between attorney and own client.

I/We select as Domicilium Citandi et Executandi \_\_\_\_\_

\_\_\_\_\_ at which address all monies and communications may be addressed to Me/Us and I/We agree that all notices addressed to Me/Us as the said address and dispatched by prepaid registered post shall be deemed to have reached Me/Us on the tenth day after the day of posting, the Surety will be deemed to have received the hand delivered notice on the day of delivery.

The liability of one of us mentioned above is not dependant upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor, nor any other arrangement between them shall prejudice or affect the Creditors rights against Me/Us.

"This Suretyship will remain in force until all the obligations of the Principal Debtor have been fully discharged and until the expiry of as least 14 days written notice given by the Surety to the Creditor."

"In the event of the Creditor ceding any of its claims against the Principal Debtor to any third party, the this Suretyship will be deemed to have been given by the Surety to such cessionary, provided that the Surety is notified of such cession by written notice to that effect given by the Creditor".

"The Surety renounces all benefits arising from the legal exceptions non numeratae pecuniae, non causa debiti, errore calculi and the benefits of excussion and division, the force and effect of which it hereby declares itself to be fully acquitted."

Signed at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_ Signature

\_\_\_\_\_ Print Name and Telephone Number

2. \_\_\_\_\_

\_\_\_\_\_ Print Name and Telephone Number

## GENERAL CONDITIONS OF CONTRACT

1. In these conditions words and phrases shall have the meanings, if any assigned to them on the reverse side hereof.
  2. All goods, whether packaged or not, will unless the contrary is stated by the consignee in writing be accepted and carried solely at owner's risk and on the basis that the content, mass, quantities and value thereof are unknown to it and the onus of establishing any of the afore going at the time of receipt and delivery thereof by the consignee shall rest on the claimant. The consignee shall be deemed not to be a common or public consignee and accepts goods and renders transport services on that basis. The words "quantity checked" on the reverse side hereof refer only to outer packages and not to inner packages or the contents thereof.
  3. The receipt, custody, carriage and delivery of goods is undertaken by the consignee on the basis that neither it nor its servants or agents shall be liable for any loss or damage, whether consequential or otherwise thereto or shortage therein or any delay in delivery thereof howsoever and from whatsoever cause same may arise and whether as a result of breach of contract of any negligent act or omission on the part of the consignee or its servants or agents, unless gross negligence is proved by the claimant.
  4. The Owner of the goods may at the discretion of the parties decide to obtain additional insurance cover which may be utilized resultant from any damage or eventuality that may occur and is not attributable to and or result duties in order to cover any and or all such eventualities.
  5. However, by written request, Aspen Logistic Services, can offer Goods in Transit Insurance to a maximum as agreed and confirmed in writing per vehicle on receipt of proof of non-insurance only.
  6. The stipulations are made by, the parties for the benefit of the Consignee and of any person who may perform any of the consignee obligations mentioned herein and who shall be entitled at any time before judgement be given against them to accept the benefit of the said stipulations.
  7. Without prejudice to the provisions hereof any intended claim against the consignee shall be endorsed on the reverse side hereof upon delivery of the goods. Written notification of any such claim containing full details of all relevant information upon, which it is based and accompanied by any documentation which may exist in regard thereto and details of the amount claimed and or possible amount claimed shall be given to the consignee in writing within 24 hours of delivery of goods. Non-compliance herewith shall render any such claim unenforceable. Legal proceedings against the carrier in respect of any claim shall be commenced within 6 (six) month of the claimant's cause of action arising, falling which such claim shall be deemed to have been abandoned. In no circumstances however shall the liability of the carrier exceed the amount agreed upon here in section (5).
- The company will have the right and said right will be binding on the other parties in relation to these conditions to decide whether or not disputes arising from these conditions will be referred for alternative dispute resolution between the parties. Said dispute/s to be referred to arbitration in terms of which an Arbitration Services or a similar body will be able to appoint an arbitrator who will arbitrate the dispute with the minimum of legal formality and within 30 (thirty) days of a dispute being declared and in terms of which both parties will share equally in the arbitration costs, the arbitrators decision will be final and binding on both parties.
8. The Consignor warrants
    - a) It is either the owner or the authorised agent of any goods in respect of which the consignor instructs the consignee and that each such person is equally bound by all these trading terms and conditions
    - ai) in authorizing the consignor to enter into any contract with the consignee and or accepting any documents issued in connection with such contract the consignee is bound by these trading terms for itself and its agents and or for any parties on which behalf it acts and in particular, but without prejudice to the generality of the foregoing it accepts that the consignee shall have the right to enforce against them jointly and severally any liability of the consignor under these trading terms any sums to be paid by the consignor which upon proper demand have not been paid
    - aii) all information and instructions supplied to or to be supplied to it by the consignor shall be accurate and comprehensive and in particular without derogating from the generality of the foregoing the consignor shall be bound by and warrants the accuracy of all descriptions, values and other particulars furnished to the carrier and that the consignor warrants that it will not withhold any necessary or pertinent information, and indemnifies the carrier against all claims, losses, penalties, damages, expenses and fines whatsoever, whensoever and howsoever arising as a result of a breach of the foregoing whether negligently or otherwise including any assessment or reassessment.
    - aiii) All goods will be properly, adequately and appropriately packed in such a manner as to also ensure adequate airflow around the goods and that the temperature of the vehicle is set at the desired temperature, which shall be noted on the reverse side of the proof of delivery document with full cognizance of the goods involved and with due care to withstand the normal hazards inherent in the transportation of said goods.
    - aiv) The consignor will ensure that the transport unit has been properly and competently loaded and that
    - av) the goods involved are suitable for transportation in the unit.
  9. Where the consignee is for any reason whatsoever unable to effect delivery of the goods to the consignee on due date or at all, the goods may be stored by the consignee in a warehouse at the cost and risk of the owner and consignor. The consignee shall as soon as possible inform the consignor that the goods are so stored. The consignee shall be entitled for any reason it considers necessary to forward the goods by any other means of conveyance and by any route it chooses.
  10. The onus shall be on the consignor to satisfy itself that the carriage of the goods by the consignee is in all respect in accordance with law and it indemnifies the consignee against any loss or damage the consignee may sustain by reason of the carriage being in any manner unlawful.
  11. The consignor shall pay the freight and all other charges in respect of the carriage and delivery of the goods unless any other party is reflected on the reverse side hereof as being liable therefore and the consignee in writing accepts such party.
  12. No amount due to the consignee in respect of the carriage of goods may be withheld by the party responsible therefore even if such party alleges that it has a claim of whatsoever nature and howsoever arising against the consignee. All amounts not paid on due date shall bear interest at 5% above the prime bank overdraft rate of the consignee's bankers from time to time. The consignee shall be entitled to recover and be paid costs on the scale as between attorney and client incurred by it in enforcing rights in terms hereof.

Should there be any dispute of any nature whatsoever in regard to any aspect, matter or thing relating to these trading terms and conditions and whether or not the carrier has executed its obligations in terms of any agreement it has with the consignor, then and in such an event the consignor shall nevertheless be obliged to perform its obligations in terms of any such agreement as if the consignee had performed properly and to the consignor's satisfaction.

The consignor's remedy having performed its obligations should be limited to an action against the consignee for repayment of either the whole or portion of the amount which ever the consignor claims constitutes an overpayment.

Without the generality of this clause the consignor will thus not be able to withhold payment of any amounts, by reason of any dispute with the consignee, whether in relation to the consignee's performance in terms of any agreement, or lack of performance or otherwise, after which payment the consignor's right/s of action against the carrier in terms of this clause can be enforced. Until such payment is made, any rights that the consignor may have, shall be deemed not yet to have arisen and its only payment of the full amount owed which will release such a right and make it available to the consignor in respect of any claim against the consignee.

In any dispute between the consignee and the consignor the consignee shall be deemed to have performed its obligations in a proper manner strictly in accordance with the Agreement between it and the consignor until such time as the consignor proves the contrary.

13. Standing time at the rate of R500,00 per hour or a rate determined from time to time by the company per hour in excess of 3 hours will be charged.
14. Subject to the provisions of clause 4 the consignee shall not be liable for any claim of whatsoever nature (whether in contract or in defect) and whether for damages or otherwise, howsoever arising including, but without limiting the generality of the aforesaid cases.
  - a) where there is any act or omission by the consignor in relation or arising from these conditions.
  - b) any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of the carrier, including but without limiting the generality of the aforesaid, strike, lock out, stoppage or restraint of labour and/or
  - c) any loss, damage or expense arising from or in any way connected with the weight, measurements, contents, quality, inherent, defect or description of any goods.
  - d) any loss as a result of any attributable to negligence, in relation to the packing and or stacking of any product and or goods transported by the carrier.
  - e) Damage and or injury suffered by the consignee or its employees or any person arising out of any cause whatsoever as a result of the consignee's execution or attempted execution of its obligations to the consignor and or in terms of the consignor's requirements and mandate unless –
    - ei) such a claim arises from a gross negligent act or omission on the part of the consignee and
    - eii) such a claim arises at a time when the goods in question are in the actual custody or under control of the consignee and
    - eiii) in the instance the consignee receives a written notification within (3) three days and is also informed telephonically as soon as the consignor becomes aware of such a claim.

15. These trading terms and conditions and all agreements entered into between the consignee and the consignor pursuant thereto and in terms thereof shall be governed and construed in accordance with the laws of the Republic of South Africa.
16. The consignor specifically undertakes and agrees that no claim shall be made against any directors and or employee of the carrier which imposes or attempts to impose upon them any liability in connection with the rendering of any services which are the subject of these trading terms and conditions and hereby waives all and any such claims.
17. The aforesaid conditions, obligations, undertakings and agreements are intended to be severable so as to secure for the consignee full protection conveyed by each, and whether the several parts of the conditions, obligations, undertakings and agreements are expressed in such a way as to amount to a clear severance or not, each is intended to operate as a separate covenant in the event of one part being declared invalid the sum total of the remaining parts to remain in force.
18. The parties hereto record that these conditions contain the entire agreement and that no variation, alteration and/or addition to the conditions shall be of any force or effect unless committed to writing and added as an appendix and signed by the parties hereto: