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Bank : First National
Branch : Fourways
Code : 2516555
Name : Mizoserve cc
Account : 62450992203

CONFIDENTIAL APPLICATION FOR CREDIT FACILITIES

Please initial each page and sign in full before two witnesses where indicated.

A. BUSINESS DETAILS

1. REGISTERED NAME OF BUSINESS _____
2. REGISTRATION NUMBER (ATTACH REG DOCS) _____
3. TRADING NAME _____
4. VAT NUMBER _____
5. TYPE OF BUSINESS (EG. SOLE PROPRIETOR/(PTY) LTD /CC) _____
6. REGISTERED ADDRESS _____

7. PRINCIPAL PLACE OF BUSINESS (AND DOMICILIUM CITANDI ET EXECUTANDI)

8. TELEPHONE / MOBILE NUMBER(S) _____
9. FAX NUMBER _____
10. EMAIL ADDRESS(ES) _____
11. ACCOUNTS DEPARTMENT CONTACT PERSON _____
12. ACCOUNTS DEPARTMENT EMAIL ADDRESS _____
13. NAMES & ADDRESSES OF DIRECTORS/MEMBERS/PROPRIETORS (ATTACH ID)

FULL NAME	ID NUMBER	RESIDENTIAL ADDRESS
1.		
2.		
3.		

14. TRADE REFERENCES

NAME	CONTACT NUMBER	AVERAGE MONTHLY PURCHASE
1.		
2.		
3.		

15. ASSET VALUE AND TURN OVER

ASSET VALUE		TURN OVER	
ABOVE R1 MILLION	YES ___ NO ___	ABOVE R1 MILLION	YES ___ NO ___
ABOVE R2 MILLION	YES ___ NO ___	ABOVE R2 MILLION	YES ___ NO ___

INITIAL



Limit:
Approved:
Representative:

B. INVOICE & PAYMENT DETAILS

1. CREDIT LIMIT REQUESTED (FOR ASSESSMENT PURPOSES) _____

2. METHOD OF PAYMENT (EFT/CREDIT CARD/CASH) _____

3. **BANKING DETAILS:**

BANK:	BRANCH:
ACCOUNT NAME:	ACCOUNT NO:

4. INVOICE AND STATEMENT EMAIL ADDRESS _____

5. **ACCOUNT APPLICATION TYPE (SUBJECT TO FINAL APPROVAL):**

SEVEN DAY _____	FOURTEEN DAY _____	THIRTY DAY _____
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C. WARRANTY

I, the undersigned (Full Name): _____

1. by my signature hereby **WARRANT:**

- 1.1. That I understand and appreciate the risks and costs of the proposed credit, and the rights and obligations of the Applicant under the agreement;
- 1.2. That all the information in this application is true, correct and up to date;
- 1.3. That I am duly authorised to seek credit facilities and to pledge the Applicant’s credit;
- 1.4. That I am duly authorised generally to represent and to act for and bind Applicant;
- 1.5. That I have read and understood the below Terms & Conditions;
- 1.6. That all purchases shall be made in terms of the Terms & Conditions under “D”.

2. That the Applicant acknowledges that:

- 2.1. In the event of credit facilities being granted, such facilities will be on the basis that the information made available in this application is true and correct in all respects.
- 2.2. That in the event of any information made available in this document proving to be inaccurate or incorrect, no further credit facilities will be allowed and Mizoserve CC will forthwith be entitled to institute recovery proceedings for any or all sums then owing by Applicant arising out of facilities already given.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2018

SIGNATURE: _____ WITNESS 1: _____

NAME: _____

DESIGNATION: _____ WITNESS 2: _____

NAME: _____

_____ INITIAL



D. TERMS & CONDITIONS

1. APPLICATION

1.1. Unless expressed to the contrary and in writing, the following set of Terms and Conditions (“T’s & C’s”) apply as follows:

1.1.1. The T’s & C’s shall be deemed to be incorporated into and shall embody the entire understanding between the parties, as reflected in this Credit Application (“the agreement”) and into all future agreements concluded between Mizoserve CC (“Mizoserve”) and the company applying for credit facilities and ancillary goods and services (“the Applicant”) from Mizoserve;

1.1.2. The T’s & C’s shall override and supersede all other conditions and are without prejudice to any securities and/or guarantees which Mizoserve holds; and

1.1.3. No additional terms, conditions or promises shall be incorporated into the agreement except in the form of a written alteration to the agreement, which alteration is signed by both parties with Mizoserve’s representative being duly authorised to attend to such specific alteration.

2. QUOTATIONS

2.1. All quotations shall be valid for acceptance during the period stated in/on each respective quotation;

2.2. If no such period is stated, the following shall apply:

2.2.1. Written, faxed and emailed quotations shall remain valid for 10 (ten) days from the date of the quotation; and

2.2.2. Telephonic and verbal quotations shall remain valid for 24 (twenty-four) hours from the time of tendering of the quotation;

2.3. Quotations may be withdrawn prior to acceptance. In the event of the order being placed after the expiry of the quotation’s validity, the order shall be subject to Mizoserve’s written confirmation; and

3. ACCEPTANCE

3.1. The acceptance of any quotation must be accompanied by sufficient information, in writing, to enable Mizoserve to proceed with the immediate execution of the order;

3.2. At all material times, the price of the goods or services will be the price as reflected on the quotation form, unless no such quotation is supplied to the Applicant, in which case:

3.2.1. The price of the goods or services will be the price as indicated on Mizoserve’s current pricing structure on the date of delivery of the goods or on such date that the services are rendered to the Applicant; and

3.2.2. Mizoserve shall be entitled to amend the quoted price to cover any costs incurred as a result of, *inter alia*, variations of work as per the Applicant’s instructions, insufficient instructions, delays, fluctuations in the price of goods and/or components which are supplied or form part of the supplied goods, resulting from any adverse fluctuation in the rate of exchange between the date of acceptance of the quotation and the date of delivery of the goods or the supply of services.

4. PAYMENT

4.1. Unless agreed to the contrary, and in writing, the amount of all duties, taxes and other charges applicable to the sale of the goods shall be borne by the Applicant;

4.2. Payment shall be paid by the Applicant, in ZAR, within the period specified on the invoice(s) provided to the Applicant. Should no period for payment be specified on the invoice(s), payment is to be made within 30 (thirty) days of statement of account, without deduction or set-off;

4.3. If more than one delivery is made, then each delivery will be invoiced and paid for separately, but otherwise in accordance with 4.2;

4.4. Mizoserve shall be entitled to charge the Applicant interest at 5% (five percent) above the the prime rate charged by Standard Bank of South Africa (Pty) Limited on all overdue amounts from the due date of the payment till the actual payment;



4.5. Should the Applicant default in paying its account then Mizoserve shall be entitled, but not compelled, to forthwith demand that the entire amount outstanding by the Applicant, from whatsoever cause arising, immediately become due and payable, notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment;

4.6. The Applicant agrees that in the event of any portion of an invoiced indebtedness being disputed then, in that event, the Applicant shall, pending the resolution of such dispute, nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Applicant.

4.7. If the purchase price is not paid on due date and remains unpaid for 12 hours after receipt of written notice demanding payment, or if the Applicant ceases to carry on business, Mizoserve, without prejudice to any other rights which it may enjoy, may cancel the sale, retain all payments made and recover possession of the goods;

4.8. All payments must be accompanied by a remittance advice giving sufficient information to enable Mizoserve's accounts' department to correctly allocate the monies received against the invoices outstanding. In the absence of proper information and when only part-payment is received, it will be allocated to the oldest amount(s) outstanding;

4.9. Until the purchase price of any goods has been paid, the Applicant shall ensure that the goods are adequately insured against the usual risks and produce conclusive proof of such insurance whenever called upon to do so by Mizoserve;

4.10. Mizoserve reserves the right to call for payments in advance or for security for the outstanding balance of the order value, as and when it shall become necessary;

4.11. Counter-claims may not be set off against payments nor may payments be withheld on account of any counter-claim by the Applicant unless such payment terms are accepted by Mizoserve in writing.

5. PERFORMANCE

5.1. The obligations of Mizoserve under the agreement may only be enforced in the event of the Applicant having made all payments

timeously and not having breached any of the other T's & C's;

5.2. The Applicant assumes responsibility that the goods ordered by it are sufficient and suitable for the goods' designated purpose(s);

5.3. In the event of Mizoserve being prevented from fulfilling its obligations due to any cause beyond its control, Mizoserve shall be entitled, at its discretion, to terminate any part of the agreement affected, or, if necessary, the whole contract; and

5.4. Mizoserve shall not be liable for any damages whatsoever sustained by the Applicant as a result of Mizoserve's inability to perform. If Mizoserve fails to perform in full, Mizoserve shall nevertheless be entitled to payment in respect of goods supplied and services rendered.

6. DELIVERY

6.1. All dates quoted for delivery are subject to the accuracy of the information provided by the Applicant at the time of preparing the quotation and are dependent on Mizoserve receiving all the necessary information to enable it to commence work immediately upon receipt of such order;

6.2. Delivery shall be completed when goods are off-loaded at their destination if the goods are to be transported by means of Mizoserve's vehicle or when the goods are loaded if the goods are to be transported by the Applicant;

6.3. Should Mizoserve and the Applicant agree to utilize the services of a carrier to transport the goods, then Mizoserve is entitled to engage a carrier on the terms and conditions that it deems and the Applicant indemnifies Mizoserve against all demands, claims and liability in favour of Mizoserve, which demands, claims and liability the Applicant may otherwise have against Mizoserve;

6.4. All delivery dates are estimations and Mizoserve shall not be liable for late delivery unless specifically agreed in writing;

6.5. In all cases, whether a delivery date has been agreed upon or not, date of delivery shall be extended by a reasonable period if the delay in delivery is caused by instructions, or a lack thereof from the Applicant, by industrial complications, a *Force Majeure*, or by any cause whatsoever beyond Mizoserve's reasonable control;



- 6.6. Mizoserve shall have the right to effect partial deliveries, unless otherwise agreed to in writing;
- 6.7. The risk in the goods shall pass once the goods have left Mizoserve's premises, whether transported by Mizoserve or by its agent or carrier as referred to in 6.3 above;
- 6.8. If the Applicant fails to take delivery of the goods on the due date, then:
 - 6.8.1. the risk shall immediately pass from Mizoserve to the Applicant;
 - 6.8.2. the Applicant shall refund to Mizoserve on demand, the reasonable costs (including storage and insurance) of storing the goods during the period of such delay;
 - 6.8.3. Mizoserve shall, at its discretion, be entitled to enforce a penalty on the Applicant for holding the goods, and will be entitled to claim 5% (five percent) of the quotation price ("the penalty fee"), per week or part thereof, for holding the goods; and
 - 6.8.4. Mizoserve shall be exempted from and shall not be liable under any circumstances for complaints or claims for any alleged shortage or alleged failure of Mizoserve to comply with the agreement, unless written notice is received by Mizoserve within 7 (seven) days after delivery of the goods to the Applicant.
- 6.9. The signature, of any employee or agent of the Applicant, which appears on Mizoserve's official delivery note or waybill or that of any authorised independent carrier will constitute conclusive evidence of delivery of goods purchased;
- 6.10. If more than one delivery is to be made, then the provision of clause 6 shall apply to each delivery.

7. OWNERSHIP AND SET-OFF

- 7.1. Notwithstanding the delivery of any goods to the Applicant, ownership shall not pass until Mizoserve has received payment in full of all and any indebtedness of the Applicant to Mizoserve;

- 7.2. In the event of Mizoserve or any holding or subsidiary company of Mizoserve becoming indebted to the Applicant, Mizoserve may set off such indebtedness against any monies which may be or may have become owing by the Applicant to Mizoserve.

8. EXCLUSIONS

- 8.1. All specifications, illustrations, drawings, diagrams, price lists, dimensions, performance figures, advertisements, brochures and other technical data furnished by Mizoserve in respect of the goods, and whether in writing or not, are furnished only on the basis that they will not form part of the agreement or be relied upon by the Applicant for any purpose;
- 8.2. If any goods or any part of the goods are to be supplied in accordance with specifications, measurements or other instructions furnished by the Applicant, the Applicant shall not have any claim of any nature whatsoever against Mizoserve:
 - 8.2.1. for any loss or damages, whether direct or indirect, sustained by the Applicant as a result of any error, discrepancy or defect in the specifications, measurements of other instructions; and
 - 8.2.2. if the goods in question are not suitable for the purpose(s) for which they are required, whether such purpose(s) were known to Mizoserve or not;
- 8.3. Mizoserve's liability to the Applicant for any damages sustained by the Applicant from any cause whatsoever, including any damages arising out of Mizoserve's negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstances be limited to the replacement of goods;
- 8.4. Except as provided for in 8.3, Mizoserve shall in no circumstances whatsoever be liable for any loss of profit or any damages, direct or indirect, consequential or otherwise sustained by the Applicant and whether or not caused by the negligence of Mizoserve, its agents or employees;
- 8.5. Insofar as any of Mizoserve's obligations under the agreement are carried out by any of its servants, agents, sub-contractors, associates or subsidiaries, the provisions of 8.3 and 8.4 are stipulated for their benefits as well as for



Mizoserve and each of them shall be exempted accordingly; and

- 8.6. The Applicant shall not have any claim of any nature whatsoever against Mizoserve for any failure by Mizoserve to carry out any of its obligations under the agreement as a result of causes beyond Mizoserve's control, including but without being limited to any strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of Mizoserve, riot, political or civil disturbances, elements, any act of any State or Government, any delay in securing any permit, consent or approval required by Mizoserve for the supply of goods under the agreement, or any other cause whatsoever which causes may reasonably be beyond Mizoserve's absolute and direct control.

9. MIZOSERVE'S WARRANTY

- 9.1. Save as where provided for in 8.3, all goods are sold 'voetstoets' and without any warranties whatsoever.

10. SUSPENSION OF MIZOSERVE'S OBLIGATIONS

- 10.1. If any amount owed by the Applicant is not paid on due date, then without prejudice to any right Mizoserve may have, Mizoserve may immediately suspend the carrying out of any of its then-incomplete obligations and orders until such payment is made and proof of such payment has been tendered to Mizoserve.

11. RETURNS

- 11.1. Goods correctly supplied by Mizoserve to the Applicant in accordance with the Applicant's instructions may not be returned for a refund, unless otherwise agreed to in writing, which agreement(s) will be determined on a case-by-case basis and in Mizoserve's sole discretion;
- 11.2. Should Mizoserve agree to return specific goods, whether in exchange for credit in favour of the Applicant or not, a handling charge of 10% (ten percent) on the invoice price of the goods returned shall be charged by Mizoserve and shall become immediately payable;
- 11.3. Before any goods may be returned for a credit in favour of the Applicant, written authorisation must be obtained from a duly authorised Mizoserve representative; and

- 11.4. Goods considered for return must be unused and in a resalable condition.

12. BREACH

- 12.1. Notwithstanding any other provision of the agreement, should the Applicant:
- 12.1.1. fail to pay any amount due by the Applicant to Mizoserve in terms of the agreement on the due date thereof; or
- 12.1.2. commit a breach of any term or condition of the agreement or permit a breach of any such term or condition, and fail to remedy such breach within 3 (three) days of receipt of written notice from Mizoserve calling upon it to do so:
- 12.1.3. then Mizoserve shall have the right, notwithstanding any rights available to it, to cancel the agreement and institute proceedings against the Applicant, and surety where applicable, for any and all damages which Mizoserve has suffered as a result of such breach.
- 12.2. In the event of any non-payment breach by the Applicant, the Applicant consents and authorises Mizoserve to furnish the Applicant's name, credit record and repayment history to any credit bureau.

13. CANCELLATION

- 13.1. An order may not be cancelled on the grounds of Mizoserve's delay unless MIZOSERVE shall first have received 5 (five) days' written notice of the Applicant's intentions to insist on strict adherence to the delivery date; thus affording Mizoserve a reasonable opportunity to remedy any delay(s);
- 13.2. The Applicant may not be entitled to cancel the agreement by virtue of any defects occurring in the goods;
- 13.3. Mizoserve may cancel the agreement or any incomplete part of it if the Applicant:
- 13.3.1. commits a breach of any of the T's & C's of the agreement;
- 13.3.2. being an individual, dies or is under provisional or final sequestration or

surrenders or makes application to surrender his estate;

13.3.3. being a partnership, the partnership is terminated;

13.3.4. being a company, is placed under a provisional or final order of liquidation or business rescue;

13.3.5. has a judgment recorded against it which remains unsatisfied for 7 (seven) days; or

13.3.6. compromises or attempts to compromise generally with any of the Applicant's creditors.

13.4. Mizoserve's rights in terms of 13.3. shall not be exhaustive and shall be in addition to its common law rights;

13.5. No relaxation which Mizoserve may have permitted on any one occasion in regard to the carrying out of the Applicant's obligations shall prejudice or be regarded as a waiver of Mizoserve's rights to enforce those obligations on any subsequent occasion;

13.6. Upon the cancellation of the agreement for any reason whatsoever:

13.6.1. all amounts then owed by the Applicant to Mizoserve in terms of the agreement shall become due and payable forthwith; and

13.6.2. Mizoserve may retake possession of goods in respect of which ownership has not passed, with the costs of delivery and storage of said goods to be tendered by the Applicant.

14. LEGAL

14.1. Mizoserve shall be entitled, but not obliged, to institute any proceedings against the Applicant, arising out of the agreement for the full balance outstanding, including current purchases, in any Magistrate's Court having jurisdiction over the Applicant, notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court;

14.2. The Applicant agrees to be liable for interest on any late payments, and legal costs on the attorney-and-own-client scale and collection

charges including tracing costs which may arise out of Mizoserve enforcing any of its rights under the agreement;

14.3. A certificate signed by any Director of Mizoserve showing the amount owing by the Applicant to Mizoserve at any given time shall be conclusive proof of the facts therein stated for the purpose of legal proceedings against the Applicant for recovery of the said amount.

15. DOMICILIUM

15.1. The Applicant nominates its business address, as per clause 7 of the schedule, and its email address(es), as per clause 10 of the schedule, as its *domicilium citandi et executandi* for service upon it of all notices and processes whether in connection with any claim for any sum due to Mizoserve or otherwise;

15.2. Mizoserve nominates its physical address, as it appears on the face of the Credit Application form, as its *domicilium citandi et executandi*;

15.3. Any notice given by Mizoserve to the Applicant will be deemed to have been received on the date of delivery, if delivered by hand, or the first business day following dispatch of such notice, if sent by email.

16. SURETYSHIP

16.1. As security for the Applicant's payment obligation and at the discretion of Mizoserve, a shareholder, director, member or proprietor of the Applicant and/or any other third party may be required to sign the Suretyship (Annexure E to the Credit Application Form) in favour of Mizoserve for the debts of the Applicant.

17. WAIVER AND NON-VARIATION

17.1. No extension of time or any other relaxation or indulgence granted by Mizoserve to the Applicant shall operate as or be deemed to be a waiver by Mizoserve of any of its rights under the agreement or a novation of any of the T's & C's of the agreement;

17.2. No amendment and/or variation and/or deletion and/or addition of the agreement, shall be of any force and effect unless reduced to writing and signed by both the Applicant and a duly authorised representative of Mizoserve.



E. DEED OF SURETYSHIP

I/We, the undersigned:

_____ (Name)
(Identity Number: _____)

AND

_____ (Name)
(Identity Number: _____)
("the surety")

do hereby bind myself/ourselves to _____ ("the Applicant") and its successors-in-title and assign as surety for and co-principal debtor *in solidum* to the Applicant set out in the application to which this Suretyship is annexed, for the due and punctual payment of all amounts and for the due performance of all other obligations by the Applicant to and in favour of Mizoserve CC, ("Mizoserve") in terms of and arising from the agreement concluded between the Applicant and Mizoserve, the terms of which I/we declare myself/ourselves to be fully acquainted.

I/We agree and acknowledge that:

1. All admissions and acknowledgements of indebtedness by the Applicant shall be binding upon me/us.
2. Mizoserve shall be entitled from time to time, and in its absolute sole discretion, and where it deems fit, without prejudice to its rights hereunder, and on 7 (seven) days written notice to me/us (and my/our liability under this suretyship shall in no way be affected thereby), to:
 - 2.1. renew, change or withdraw any facility granted by Mizoserve to the Applicant under the agreement;
 - 2.2. to vary the variation of the terms and conditions of the agreement.
3. A certificate signed by a Director or Member of Mizoserve as to the amount of the Applicant's indebtedness to Mizoserve shall –
 - 3.1. be *prima facie* proof of the amount of indebtedness shown in the certificate; and
 - 3.2. in the absence of manifest error, be binding on me/us in any proceedings instituted by Mizoserve in any competent court for the purpose of obtaining provisional sentence.
4. Should Mizoserve cede the whole or part of its right of action against the Applicant to any third party, then Mizoserve's rights under the suretyship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.
5. If the Applicant is placed in liquidation or under business rescue, whether provisional or final, or if it enters into any scheme of arrangement or compromise with its creditors, then;
 - 5.1. Mizoserve shall be entitled to accept any dividend on account and in reduction of the Applicant's indebtedness, without prejudice to its rights against me/us, which rights shall further not be prejudiced by the acceptance by Mizoserve of any other securities, guarantees or suretyship arising out of any such event;
 - 5.2. I/we undertake not to prove any claims against the Applicant until all amounts guaranteed by this suretyship and which are due by the Applicant to Mizoserve have been paid in full, unless otherwise agreed in writing by Mizoserve.



6. I/We hereby renounce the benefits of the legal exceptions of excussion, division, *ordinis seu excussionis et divisioni, non causa debiti* and revision of accounts, with the full force and effect of which I/we acknowledge myself/ourselves to be fully acquainted.
7. I/We hereby consent to any Magistrate’s Court having jurisdiction, notwithstanding that the amount of the claim by Mizoserve may exceed the jurisdiction of that Court.
8. I/We agree to pay Mizoserve’s legal costs in connection with any claim against me/us arising out of the suretyship on the scale as between attorney and own client, including collection commission and Value Added Tax thereon, plus costs, together with all tracing agent’s fees.
9. I/We choose as my/our the *domicilium citandi et executandi* for all purposes herein at the address set out against my/our name(s) hereunder;
10. All notices addressed to my/our *domicilium* address above shall be deemed to have been delivered to me, if delivered by hand, on the date of the delivery and if sent by email, on the first business day following dispatch thereof.
11. I/We may by written notice to Mizoserve change mine/our physical or email address to any other physical or email address provided that the change shall become effective within 7 (seven) days after the receipt of the notice by Mizoserve.
12. I/We shall not be entitled to withdraw or cancel this suretyship unless and until all indebtedness, commitments and obligations of the Applicant to Mizoserve have been fully discharged, and then only upon the expiration of 14 (fourteen) days’ notice in writing given to me/us by Mizoserve.
13. No waiver, amendment or variation of this suretyship shall be valid unless reduced to writing and signed by Mizoserve, the Applicant and myself/ourselves.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2018

SIGNATURE: _____ WITNESS 1: _____
(FIRST SURETY)

EMAIL: _____ NAME: _____

PHYSICAL ADDRESS _____ WITNESS 2: _____

NAME: _____

SIGNATURE: _____ WITNESS 1: _____
(SECOND SURETY)

EMAIL: _____ NAME: _____

PHYSICAL ADDRESS _____ WITNESS 2: _____

NAME: _____