



FPT GROUP (PTY) LTD
 Reg no. 1986/001611/07
 South Arm Road, Duncan Dock "D" Berth, Cape Town Harbour
 T: 27 21 401 8700
 F: 27 21 401 8846
 (Hereafter called "FPT")

CREDIT APPLICATION

APPLICANT INFORMATION

Company name: _____

Trading name: _____

Physical Address: _____

Code: _____

Postal Address: _____

Code: _____

Phone: _____

Fax: _____

E-mail (compulsory - electronic sending of invoices and statements):

E-mail 1: _____

E-mail 2: _____

Type of Business (mark with "X")

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sole Proprietor	Partnership	Private Company	Public Company	Close Corporation	Trust

Registration No. _____

VAT Registration No. _____

Date Business Commenced: _____

Nature of Business: _____

Annual Turnover: _____

DETAILS OF DIRECTORS/MEMBERS/PARTNERS/PROPRIETORS/TRUSTEES

Full Name	ID Number

BANKING DETAILS

Bank name: _____

Branch: _____

Account number: _____

BUSINESS TRADE REFERENCES

1. Company name: _____

Contact name & number: _____

2. Company name: _____

Contact name & number: _____

3. Company name: _____

Contact name & number: _____

4. Company name: _____

Contact name & number: _____

CREDIT LIMIT APPLIED FOR

R _____

Initial.....

CREDIT TERMS AND CONDITIONS

The Applicant hereby applies to open an account and take credit facilities with FPT (the "Creditor") on the terms and conditions specified hereinafter, which terms and conditions the Applicant agrees shall be binding upon it in respect of all transactions entered into between it and the Creditor :

1. All payments shall be made within 30 (thirty) days of the invoice date to FPT or such institution as nominated by the Creditor, without deductions or set off. All invoices and statements will be sent electronically to the email address provided by the Applicant in the Credit Application Form.
2. The Creditor reserves the right to withdraw or amend any credit facilities which may have been granted to the Applicant and to require the Applicant to furnish suretyships that are acceptable to the Creditor for the fulfillment of the Applicant's current or future obligations to the Creditor.
3. The Creditor shall be entitled to charge the Applicant interest on any overdue amount at 5 (five) percent above prime rates as published by Standard Bank of South Africa Limited from time to time.
4. Any query on invoices shall be raised by the Applicant in writing within 15 (fifteen) days from invoice date, where after the invoices shall be deemed correct.
5. Should the Applicant breach any material term of this agreement, or be cited in any liquidation proceedings (for its own liquidation or judicial management, whether provisional or final) or pass a special resolution to be wound up voluntarily (other than as part of a reconstruction or amalgamation) or enter into any compromise with its creditors, all amounts owing by the Applicant to the Creditor whether or not they are then due and payable shall thereupon immediately become due and payable in one sum.
6. The Applicant hereby chooses the address specified against its name on the first page as its *domicilium citandi et executandi* for all purposes in connection with this agreement. The Applicant is entitled to change its address provided that any such change of address shall be effective only after 15 (fifteen) days of the receipt by the Creditor of written notice of the aforementioned change of address.
7. All notices by the Creditor to the Applicant shall be deemed to be duly received by the Applicant, immediately if delivery is via email or by hand or within 15 (fifteen) days after posting thereof to the Applicant's physical or postal address, as the case may be.
8. The Applicant shall supply all credit information and/or financial data reasonably required by the Creditor in order for the Creditor to establish the Applicant's creditworthiness.
9. The Applicant hereby authorises the Creditor to obtain full information from the Applicant's bank, trade references and any other relevant third party regarding the Applicant's creditworthiness.
10. The signatory of the Credit Application Form hereby warrants that he/she is duly authorised to act herein on behalf of the Applicant.
11. The Applicant hereby warrants the correctness of the credit information furnished by it to the Creditor in this credit application form and, furthermore undertakes to advise the Creditor of any change in such information within 15 (fifteen) days of the date of change. Failure to advise the Creditor of any change in credit information and/or supply of any incorrect information will constitute a material breach in terms of Clause 3 of the terms and conditions.
12. The Creditor undertakes to keep all information supplied to it by the Applicant and/or third parties as confidential save as provided for in this agreement.
13. No act, omission, course of dealing, delay or indulgence by the Creditor in enforcing any of these conditions shall affect or prejudice any other rights to which it may be entitled to at law, and no such matter shall be treated as any evidence of waiver of the Creditor's rights hereunder. No variation of, or addition to or agreed cancellation of this agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
14. The Applicant consents to the jurisdiction of any Magistrate's Court with jurisdiction under section 28 of the Magistrate's Court Act 1944, in regard to any legal proceedings instituted by the Creditor in connection with this agreement; provided that the Creditor shall be entitled to institute such proceedings in the High Court, in which case the Applicant consents to the jurisdiction of the Cape of Good Hope Provincial Division. The Applicant agrees that the offer and acceptance in terms of this agreement occurs at the Creditor's offices in Cape Town and that all monies payable in terms of this agreement are payable at the Creditors offices at Cape Town.
15. The Creditor shall be entitled to send the Applicant's information to a credit bureaux for the purposes of: a) Assessing your application for credit, and your level of indebtedness and debt repayment history as required by the National Credit Act (NCA); and/or b) Assessing risk; and/or c) Validating and verifying the information which you provide to us including the identity of your directors/partners/owners; and/or d) Undertaking checks for the prevention and detection of fraud and/or money laundering.
16. The Creditor shall be entitled to manage a successful application by: a) Supplying information to a credit bureaux about how a successful Applicant conducts its account; and/or b) Providing information of non adherence to our payment terms in terms of Clause 1 to a credit bureaux, after we have given you 20 (twenty) business days notice of our intention to do so; and/or c) Making periodic searches of credit bureaux information, to manage your account with us, and to take decisions regarding affordability and/or the risk involved in offering you payment terms.
17. The duly authorised signatory of the Credit Application Form hereby acknowledges that the Creditor's Standard Trading Conditions (STC) was received in conjunction with this Credit Application Form, and agrees that all business between the Applicant and the Creditor (whether under quotation, order, contract of sale, or otherwise) shall be in terms of the said STC.

Initial.....

Signed by (full names of duly authorised signatory) _____

Designation _____

Signature _____

who confirms that he/she has read, understands and agrees to the terms of this agreement and the standard trading conditions, which he/she confirms are attached hereto and form part of this agreement.

Signed at _____ on the _____ day of _____ 20 _____

in the presence of the undersigned witnesses.

AS WITNESS:

1. _____

2. _____

OFFICE USE [Please mark appropriate box with an "X"]

APPROVED DECLINED

Amount/Limit R _____

GROUP RISK MANAGER

MANAGING DIRECTOR

The 3 (three) pages of this document will constitute the credit agreement between FPT and the Applicant upon approval of a credit facility. Approved documents will be stamped as a credit agreement and a copy returned to the successful Applicant.
