

15. Goods in Transit Insurance required - Yes NO (Tick appropriate block)

16. Are you a subsidiary company, if so please state details of Holding Company

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.....

17. Are the last two years Financial Statements available for scrutiny by us?

YES NO (Tick appropriate block)

TERMS AND CONDITIONS OF CREDIT

1. I, the Applicant, do hereby apply for credit facilities and in consideration whereof the Applicant agrees to be bound by your Standard Terms and Conditions of Trade which are available on request and which are deemed to have been received and read by the Applicant.
2. The Applicant confirms that a certificate by the Secretary or any Director / Member of the Creditor showing the amount owing by the Applicant to the Creditor shall be *prima facie* proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purposes of any action (whether by way of provisional sentence, summary judgment or otherwise) proof of the debt on insolvency or for any other purpose whatsoever. Where the quantum of the Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.
3. The amounts not paid on due date within thirty (30) days of date of the Creditor's statement shall bear interest, at the rate of 2% (two per centum) per month. Any charges to the aforesaid prime rate shall result in the interest charged in terms hereof being on the first day of the month following such change.
4. The Applicant and the surety and co-principal debtor whose signature appears below hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Applicant and/or the surety and co-principal debtor for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that the Creditor shall be entitled and not obliged to bring any action in any other competent court which has jurisdiction over the Applicant. In the event of the Creditor instituting any action against the Applicant for any reason or for any amount due in terms hereof and being successful with such action, the Applicant and the surety and co-principal debtor hereby agree to pay the Creditor's attorney's legal fees on the scale as between attorney and one's own client, including collection commission, tracing fees and the like.
5. I/We by my/our signature hereto (if the Applicant is a Company and/or Close Corporation) do hereby bind myself/ourselves jointly and severally in our personal capacities as surety and co-principal debtor with the Applicant for the payment to the Creditor of any amounts which are owing and may at any time become owing to the Creditor by the Applicant from whatever cause arising. This guarantee shall be a continuing guarantee and I/we can only be released in writing by the Creditor who will be obligated to release me/us in writing in the event of the Applicant and/or ourselves settling the Applicant's account with the Creditor in full. I/we hereby renounce the benefits of the legal exceptions "*non causa debet*", "*ordince seu excussionis et divisionis*" and "*cession of action*" the force and meaning and effect of which I/we declare myself/ourselves to be fully acquainted with. I/we also acknowledge that any certificate issued in pursuance of paragraph 2, above shall be binding upon me/us in any action brought against me/us as surety and co-principal debtor.
6. I/We certify that the information submitted above is true and correct.

7. I/We agree to notify the Creditor in writing within seven (7) days of any change in ownership of my/our business or should we be a Company or a Close Corporation of any share transaction or members' sale where shareholding or members' interest is transferred.
8. I/We undertake to notify the Creditor in writing of any change of address or our principal place of business and/or registered office, where applicable. The Applicant chooses as its "*domicilium citandi et executandi*" at the physical residential addresses which appear alongside their names aforementioned in this agreement.
9. I/We agree that I/we shall be estopped from denying the validity of an order and that the person in our employ who placed the order did not have the authority to place such order.
10. I/We warrant that I/we are duly authorised to represent the Applicant and to bind the Applicant to these terms and conditions of trade.
11. I/We acknowledge that all goods are carried at my/our risk and that the Creditor shall not be liable in respect of any loss or damages either to the Applicant or to any other person, whensoever and wheresoever and howsoever, and whether through any act or negligence of the Creditor, its agents or servants or otherwise, such loss or damage occurs.
12. In the event that the Applicant at any time exceeds the credit limit, or in the event of any amount not being paid on due date (either on delivery, or in the case of approved accounts within thirty (30) days of presentation of the invoices), then the full amount owing by the Applicant to the Creditor shall immediately become due and payable and the Creditor shall have the right, in its discretion, to refuse to transport any goods for the Applicant without incurring any liability to any party in respect of such refusal and to withdraw the Applicant's Credit facilities.
13. The Applicant shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Applicant may have for compensation for loss or damage to goods, animals or other property, or for any reason whatsoever.
14. The Customer hereby consents to the storage and use by Motion of the personal information that it has provided to Motion for establishing its credit rating and to Motion disclosing such information to credit control companies, banks and other institutions involved in rating credit. The customer agrees that Motion will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.
15. NATIONAL CREDIT ACT
In the event that the National Credit Act 2005 ("the Act") is applicable to this agreement then:
 - 15.1 Should payment which is due in terms of these agreed terms and conditions not be paid on the due date, then the credit agreement shall be deemed to be concluded, 20 (twenty) business days after the Creditor's first charges interest on the overdue amount;
 - 15.2 The provisions of the Act, insofar as they apply to an incidental credit agreement, shall apply to the sale of goods or supply of services by the Creditor to the Applicant;
 - 15.3 The Creditor shall be obligated to comply with the provisions of the Act before being entitled to commence any legal proceedings against the Applicant to enforce this agreement;
 - 15.4 The Creditor shall be entitled to recover from the Applicant all costs and charges permitted in terms of the Act; and
 - 15.5 If any provision of these terms and conditions are in conflict with the Act, the relevant provisions shall not apply or shall be read subject to the Act.

I/We acknowledge having read the above terms and conditions and without limiting the generality thereof, especially clause 5 and agree to be bound by all such terms and conditions.

Full Name:

Signature:

(In my personal capacity as surety and co-principal debtor in accordance with paragraph 6 above and in my capacity as the duly authorised representative of the Applicant).

Dated at _____ on the _____ day of _____ year _____

As Witnesses:

1. _____ Full Name: _____

2. _____ Full Name: _____