



UCL Company Limited

Registration No : 2005/017711/06
Head Office: P.O. Box 1, Dalton 3236, Kwazulu-Natal, South Africa.
Telephone: (033) 5011600
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Form No UCO 189b
Form Date : 2009-10-19

PLEASE NOTE

*Every section of this form must be completed.
All pages should be initialled by the Signatory and Witnesses*

APPLICATION FOR CREDIT FACILITIES

Date : _____

A. **DIVISION** : MPP
TRADING
SECURITY (DELETE THOSE NOT APPLICABLE)

B. **CUSTOMER DETAILS** :
Full name or Registered name of Company/C C/Partnership.

Registration No : _____ Fax No : _____

Trade style : (Pty) Ltd _____ CC _____ Sole Prop. _____ Other _____

Postal Address : _____

Farm Name/Street Address : _____

Telephone (Business) : _____ Residential : _____

Names of Directors/Members/Partners/Owner and Residential addresses :

1. Name : _____ Postal Address : _____

Residential Address : _____

Residential Tel No : _____ Cell Phone No : _____

I.D. No : _____ Married in/out of Community of Property _____

2. Name : _____ Postal Address : _____

Residential Address : _____

Residential Tel No : _____ Cell Phone No : _____

I.D. No : _____ Married in/out of Community of Property _____

3. Name : _____ Postal Address : _____

Residential Address : _____

Residential Tel No : _____ Cell Phone No : _____

I.D. No : _____ Married in/out of Community of Property _____

Note : If additional space is required please use an extra sheet

VAT Registration No : _____ (PLEASE SUPPLY COPY)

Bankers : _____ Branch _____ A/c No _____

Method of payment : _____

TRADE REFERENCES

1. _____ Tel No : _____

2. _____ Tel No : _____

3. _____ Tel No : _____

Proposed monthly purchases : _____ Person handling account : _____

Shares held in UCL : YES/NO Purpose of credit : _____

Initials :

DIRECTORS
C E KLIPP (CHAIRMAN); M R MEYER; H W KUSEL; W R MEYER; M J MASON; V G KEYSER; A P GIBBS; M A KLIPP
S P LOVE (COMPANY SECRETARY)

I/WE ACCEPT THE FOLLOWING TERMS :

- a) Terms of payment are as agreed under Terms and Conditions of Sale and any extension of time allowed for payment will not prejudice these conditions.
- b) Any costs incurred in collecting overdue payments will be borne by applicant and where credit limit or terms are exceeded, UCL Company Limited reserves the right to request guarantees or appropriate security.
- c) Ownership of goods supplied remains with UCL Company Limited until paid for in full and may not be returned for credit after 14 days, or in the case of goods manufactured especially for client, unless agreed so in writing.
- d) No information has been withheld which, if disclosed would influence the decision of UCL Company Limited to grant credit to the applicant.
- e) I/We agree to responding to a 6 monthly confirmation of balance on account. If I/we do not respond we accept that the account could be closed.
- f) I/We agree that the credit provider may use credit bureaux to assess this application, as provided for by the Act and may forward information relating to the Debtor for purposes defined in the National Credit Act.

SIGNED : _____ DATE : _____ CAPACITY : _____

C. TERMS AND CONDITIONS OF SALE

The Debtor by his signature hereto acknowledges to be bound by the following terms and conditions which will be applicable to all agreements concluded between the Debtor and Creditor unless varied in writing.

- 1. The Debtor undertakes to make payment within 30 (thirty) days of date of current statement.
- 2. In the event of any amount payable by the Debtor not being paid in full on or before the due date, then the total amount owing by the Debtor to the Creditor shall immediately become due, owing and payable.
- 3. In the event of payment not being made in accordance with Clause 1 above, then the Debtor shall be liable for interest on the balance owing from time to time - set at the discretion of the Board of Directors - above ruling prime bank overdraft rate from due date to date of payment, calculated monthly in advance. In this instance, any agreed settlement discount will also be forfeited.
- 4. The debtor hereby consents to the jurisdiction of the Magistrate's Court, even if sum claimed be beyond the jurisdiction of such Court, but notwithstanding same the Creditor may institute action in any other court at its own discretion.
- 5. In the event of the Creditor instructing attorneys to collect any amount due by the Debtor, the Debtor shall be liable to pay all the costs on an attorney and client scale and also collection charges.
- 6. The Debtor hereby chooses his domicilium citandi et executandi for all matters arising herefrom, the address appearing under Street Address above and each Director/Partner/Member chooses his domicilium citandi et executandi as the address which appears next to his name above.

I/WE undertake(s) specifically to notify the Creditor in writing, within seven (7) days of any change of residential and/or business address.
- 7. Credit facilities may be withdrawn by the Creditor at any time without prior notice, and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times.
- 8. All payments due by the Debtor are to be made without deduction or demand and free of bank exchange to the Creditor at the address mentioned above.
- 9. The Creditor shall not be bound by any bona fide errors and/or omissions made in respect thereof whether they be in respect of arithmetical calculations, incorrect price quotations or otherwise.
- 10. No representative of the Company is authorised to vary any of the terms and conditions contained herein without the written consent of the responsible Manager of the Creditor.
- 11. This application constitutes the entire agreement between the Debtor and the Creditor and no representation or variation or amendment to any of the terms and conditions contained herein shall be valid and binding on the Creditor unless reduced to writing.

I, _____ the undersigned, warrant :

- 1. That I am duly authorised to bind the Debtor and to sign this document.
- 2. That the above information is true and correct.

THE DEBTOR shall be bound by the terms and conditions set out above.

AS WITNESS :

SIGNED

- 1. _____
- 2. _____

GUARANTEE

I, (Full Names)

further hereby bind myself as surety and co-principal debtor for the due performance by the Debtor of all obligations that may be due to the Creditor in terms hereof and agree to be bound by the terms and conditions contained above.

DATED AT _____ this ____ day of _____ 20 ____

SIGNED IN MY PERSONAL CAPACITY AND ON BEHALF OF THE DEBTOR AND BY MY SIGNATURE HERETO I WARRANT THAT I AM SO AUTHORISED TO SIGN THIS DOCUMENT

AS WITNESSES :

1. _____

2. _____

FOR OFFICE PURPOSES ONLY

NAME OF APPLICANT : _____

REFERENCES/DETAILED RESPONSE

1.	COMPANY NAME	TEL/FAX NO :
	CONTACT :	
	AGE OF ACCOUNT :	
	CREDIT LIMIT :	TERMS :
	TYPE OF ACCOUNT :	

2.	COMPANY NAME	TEL/FAX NO :
	CONTACT :	
	AGE OF ACCOUNT :	
	CREDIT LIMIT :	TERMS :
	TYPE OF ACCOUNT :	

3.	COMPANY NAME	TEL/FAX NO :
	CONTACT :	
	AGE OF ACCOUNT :	
	CREDIT LIMIT :	TERMS :
	TYPE OF ACCOUNT :	

Bank Code on R _____ /30 days

Credit Limit approved R _____ /30 days

Date : _____

_____ AUTHORIZED