

 **AFMETCO**
AFRICAN METALS CORPORATION

EURO STEEL

CREDIT APPLICATION

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AFSA
ALUMINIUM SOUTH
FEDERATION AFRICA
Aluminium - light, strong and beautiful


STAINLESS STEEL

Alsysco

AMS *ECM*

 **EURO STEEL**

**EURO
STEEL
PIPE**

**Plasma
Cut**

 **Specstrip** (Pty) Ltd

Credit Application

Type of legal entity: <i>(please tick)</i>	(Pty) Ltd: <input type="checkbox"/>	CC: <input type="checkbox"/>	Sole trader: <input type="checkbox"/>	Public company: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Trust: <input type="checkbox"/>	Other: <input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Attach certified copy of each of Forms CM 1, 9, 22 and 29, Memorandum and Articles of Association and Shareholders' Agreement; Forms CK 1, 2 and 2A, Association Agreement; Partnership Agreement; Trust Deed and Letters of Authority; and any other documents regulating authority, capacity and conduct concerning the Applicant, as the case may be. ▪ Certain of the fields below may not be applicable where, for instance, the Purchaser is a natural person. Kindly mark those fields "N/A". 							
Registered/full name of applicant: <i>("the purchaser")</i>							
Trading name:			VAT no: <i>(please attach copy of VAT certificate)</i>				
Registration/identity no: <i>(please attach copy of registration/identity)</i>							
Postal address:						Code:	
Physical address:						Code:	
Delivery address: <i>(if different to physical address)</i>						Code:	
Telephone no:		Cell phone no:		Fax no:			
Date business commenced:			Type of business:				
Bank and branch:		A/C no: <i>(please attach confirmation of banking details)</i>			Branch code:		
Name of person handling payment of this account:						Email:	
Name of person handling purchases of this account?						Email:	
Would you accept back orders?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Website: _____			
Name and address of auditors:							
Telephone no:							
Full names: Owners/directors/members/ partners/trustees <i>("the individuals")</i>		Share-holding %:	Identity no:			Home address:	

Has the Purchaser issued/signed any guarantees or other forms of security in favour of any creditors?	Yes		No	
Have any of the Individuals issued/signed any guarantees or other forms of security in favour of any creditors?	Yes		No	
Has the Purchaser ceded any book debts or pledged any of its assets to any creditors?	Yes		No	
Have any of the Individuals ceded any book debts or pledged any assets to any creditors?	Yes		No	
If "Yes", please specify:				
Trade references (4 to be given):	Telephone no:	Address:		

Property owned by the Purchaser

Stand no. and township:	Address:	Estimated value:	Amount of bond:	Bond holder:	Registered owner:
		R	R		
		R	R		

Credit limit required by applicant

R PM

1. I/We, the undersigned, in my/our capacity (ies) as _____ hereby:
 - 1.1 warrant that, as at the date of signature hereof, the information provided in the agreement is true, correct and up to date in all respects;
 - 1.2 undertake that the Purchaser will inform the Seller in writing of any changes to the information contained in the agreement within 15 (fifteen) calendar days of such change (it being agreed that failure to do so will constitute a material breach of the agreement and will entitle the Seller, summarily and without notice, to cancel the agreement);
 - 1.3 warrant that I/we am/are duly authorised by the Purchaser to make this application on its behalf, and to bind the Purchaser to the standard terms and conditions;
 - 1.4 consent to the Seller communicating with the Purchaser by post or electronically (including by email, SMS or telephonically) for purposes of processing requests for products and services and/or administering the agreement, and that the contact persons listed herein have also expressly consented hereto;
 - 1.5 acknowledge and understand that the Seller may use and disclose the Purchaser's personal information for purposes of –
 - 1.5.1 informing the Purchaser of any new product services and product offerings;
 - 1.5.2 administering this agreement;
 - 1.5.3 providing the same –
 - 1.5.3.1 to any credit bureaux, credit information agents, credit insurance companies or other creditors of the Purchaser for purposes of consumer credit information sharing, fraud prevention and debtor tracing;
 - 1.5.3.2 to any person or entity which acquires the Seller's business (or any part thereof); and
 - 1.5.3.3 if and to the extent required by law (including the requirements of statutory authorities);
 - 1.6 authorise the Seller to perform any credit and bank checks as it may deem necessary to assist it in assessing this application and should the Seller decline this application for any reason whatsoever, it will not be obliged to provide the Purchaser with reasons therefore;
 - 1.7 consent to the Seller accessing and storing all of the above information and supporting documents in order to conduct ongoing credit checks and reviews;

2.6 **CONTINUING COVERING SURETYSHIP**

- 2.6 Any person who appends his signature to this agreement, either in his private and individual capacity or for and on behalf of any entity, as surety and co-principal debtor:
- 2.6.1 thereby interposes and binds himself / such entity as surety and co-principal debtor jointly and severally with the Purchaser in favour of the Seller for the due and punctual performance of all obligations from whatsoever cause and howsoever arising for which the Purchaser may in the past or now or from time to time hereafter be obligated to discharge to the Seller and/or the Seller's successors and assigns and whether acquired by the Seller by way of cession or otherwise, and will extend also to the payment of damages whether there be cancellation or not of any relevant agreement;
- 2.6.2 agrees that, in the event of the liquidation, judicial management or sequestration, composition or compromise of the Purchaser, he hereby cedes, assigns, transfers and makes over unto and in favour of the Seller all of his claims and/or his entire loan account (as the case may be) against the Purchaser until all amounts owing by the Purchaser to the Seller (including interest and costs) have been paid in full;
- 2.6.3 hereby renounces the benefits of excussion, division and cession of action, the defences of no reason for obligation, errors of calculation, revision of accounts, no value received and no money paid, the full force, meaning and effect of which such party acknowledges he is fully acquainted;
- 2.6.4 agrees that this Suretyship will be a continuing covering security for any present or future indebtedness owed by the Purchaser to the Seller, and will remain in full force and effect, notwithstanding any fluctuation in or even the temporary extinction of such indebtedness;
- 2.6.5 agrees that this Suretyship will not be withdrawn, revoked or cancelled without the Seller's prior written consent;
- 2.6.6 agrees that any admission made by the Purchaser as to the fact that it is indebted to the Seller or as to the amount of any such indebtedness will be binding on the Surety;
- 2.6.7 agrees that the provisions of this agreement will apply to this suretyship, changed where necessary to give hereto; and
- 2.6.8 where more than one person interpose and bind themselves as sureties and co-principal debtors, in addition to doing so jointly and severally with the Purchaser, they do so jointly and severally with one another.

In my/our private and individual capacity (ies) for and on behalf of the company as surety (ies) and co-principal debtor(s)

Full name _____ Signature _____
Duly authorised

Signed at _____ on _____

Full name _____ Signature _____
Duly authorised

Signed at _____ on _____