

# CONTAINER WORLD (PTY) LIMITED

## APPLICATION BY CUSTOMER FOR CREDIT FACILITIES

*For office use only:*

Container World Representative Name:	
Representative Contact Number:	
Representative Branch Name:	

Applicant details:

1. LEGAL TITLE (IN FULL): .....  
 (Thereafter called the "CUSTOMER")  
 PUBLIC CO. ( )                      PRIVATE CO. ( )  
 CLOSED CORPORATION ( )      SOLE PROPRIETOR ( )  
 PARTNERSHIP ( )                      TRUST ( )  
[tick applicable information]
  
2. TRADING NAME (IF NOT AS ABOVE): .....
  
3. BUSINESS ADDRESS (PHYSICAL): .....  
 ..... CODE: .....
  
4. BUSINESS ADDRESS (POSTAL): .....  
 ..... CODE: .....
  
5. TELEPHONE: ..... FAX: .....
  
- E-MAIL: .....
  
6. PERSON TO BE CONTACTED FOR PAYMENT OF ACCOUNT: .....
  
7. COMPANY REGISTRATION NUMBER: .....
  
8. DATE BUSINESS / CC / TRUST ESTABLISHED: .....
  
9. V.A.T. REGISTRATION NUMBER: .....
  
10. NAMES OF DIRECTORS / PARTNERS / MEMBERS / TRUSTEES – **COMPLETE "ANNEXURE A"**
  
11. ARE DIRECTORS / PARTNERS / MEMBERS / TRUSTEES PREPARED TO SIGN GUARANTEES/SURETY?  
 YES ( )  
 NO ( )

- 12. NAME OF HOLDING / PARENT COMPANY: .....
- 13. NAMES OF ASSOCIATED COMPANIES: .....
- 14. BANK: ..... BRANCH: .....  
ACCOUNT NUMBER: ..... BRANCH CODE: .....
- 15. AUDITORS COMPANY NAME: .....  
CONTACT PERSON: ..... TEL: .....
- 16. PLEASE PROVIDE THREE (3) TRADE REFERENCES – **COMPLETE “ANNEXURE B”**
- 17. **MONTHLY CREDIT LIMIT REQUIRED:** .....
- 18. MONTHLY CREDIT LIMIT APPROVED (*Office use only*): .....
- 19. ANNUAL TURNOVER CONFIRMATION (National Credit Act): EXCEEDS R1,000,000.00 ( )
- 20. SETTLEMENT/PAYMENT TERMS: STRICTLY **30 DAYS FROM DATE OF INVOICE**
- 21. NATURE OF CUSTOMER BUSINESS: .....
- 22. TYPE OF EQUIPMENT REQUIRED: .....  
.....
- 23. DURATION OF LEASE: .....

1. THE COMPANY RESERVES THE RIGHT TO DISCONTINUE ANY ACCOUNT AND SUMMARILY TO CANCEL ANY AGREEMENT IN RESPECT OF WHICH PAYMENTS HAVE FALLEN IN ARREARS, AND IN THE EVENT OF THESE RIGHTS BEING EXERCISED, ALL AMOUNTS OWING SHALL IMMEDIATELY BECOME DUE AND PAYABLE ON DEMAND.
2. THE CUSTOMER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WILL BE RELIED UPON BY THE COMPANY TO DETERMINE WHETHER OR NOT TO OPEN AN ACCOUNT FOR THE CUSTOMER.
3. THE CUSTOMER CONFIRMS THAT EVERY ITEM OF INFORMATION GIVEN IS MATERIAL TO THE AFORESAID PURPOSE AND WARRANTS THAT ALL ANSWERS ARE TRUE AND CORRECT.
4. THE CUSTOMER ACKNOWLEDGES THAT SHOULD PAYMENTS NOT CONFORM TO THE TERMS AGREED, THEN THE CUSTOMER SHALL BE LIABLE FOR INTEREST ON ANY OVERDUE AMOUNT AT THE MAXIMUM RATE ALLOWED BY LAW.
5. THE COMPANY MAY HOLD AND PROCESS BY COMPUTER OR OTHERWISE ANY INFORMATION OBTAINED ABOUT THE CUSTOMER/SURETIES AS A RESULT OF THIS APPLICATION AND/OR AGREEMENT, IN STRICTEST CONFIDENCE. THE COMPANY MAY CONDUCT A CREDIT ENQUIRY AND/OR A CREDIT INFORMATION SEARCH ABOUT THE CUSTOMER/SURETIES WITH A CREDIT INFORMATION BUREAU, PERSONS ACTING AS THEIR AGENTS AND/OR OTHER CREDIT GRANTORS. THE COMPANY MAY TRANSMIT DETAILS OF HOW THE CUSTOMER/SURETIES HAVE PERFORMED IN MEETING THEIR OBLIGATIONS IN TERMS OF THIS APPLICATION/AGREEMENT CONCLUDED BETWEEN THE COMPANY AND THE CUSTOMER/SURETIES AND SHARE SUCH INFORMATION WITH OTHER CREDIT GRANTORS FOR THE PURPOSES OF MAKING ANY CREDIT RISK MANAGEMENT RELATED DECISIONS.
6. IF THE CUSTOMER/SURETIES FAIL TO MEET THEIR OBLIGATIONS AS DEFINED IN THIS APPLICATION/AGREEMENT, THE COMPANY MAY RECORD THE CUSTOMER/SURETIES NON-PERFORMANCE WITH A CREDIT INFORMATION BUREAU. ANY INFORMATION CONVEYED TO A CREDIT INFORMATION BUREAU WILL BE AVAILABLE TO OTHER CREDIT GRANTORS AND USED IN MAKING CREDIT RISK MANAGEMENT RELATED DECISIONS.
7. THE COMPANY MAY:
  - A. MONITOR THE CUSTOMER/SURETIES PAYMENT BEHAVIOUR BY RESEARCHING THE CUSTOMER/SURETIES RECORD AT ONE OR MORE CREDIT INFORMATION BUREAU;
  - B. USE NEW INFORMATION AND DATA OBTAINED FROM A CREDIT INFORMATION BUREAU IN RESPECT OF THE CUSTOMER/SURETIES FUTURE CREDIT APPLICATIONS;
  - C. RECORD THE EXISTENCE OF THE CUSTOMER/SURETIES ACCOUNT WITH ANY CREDIT INFORMATION BUREAU;
  - D. RECORD AND TRANSMIT DETAILS OF HOW THE CUSTOMER/SURETIES HAVE PERFORMED IN TERMS OF THIS AGREEMENT REFLECTING HOW THE ACCOUNT HAS BEEN CONDUCTED BY THE CUSTOMER/SURETIES IN MEETING THEIR OBLIGATIONS IN TERMS OF THIS ACCOUNT.
8. THE CUSTOMER/SURETIES ACKNOWLEDGE AND AGREE THAT ANY INFORMATION REGARDING THEIR CREDIT WORTHINESS, DEFAULTS IN PAYMENTS TO THE COMPANY AND DETAILS OF HOW THEY HAVE CONDUCTED THE ACCOUNT WITH THE COMPANY MAY BE DISCLOSED TO ANY OTHER CREDITOR OF THE APPLICANT AND/OR TO ONE OR MORE CREDIT INFORMATION BUREAU.
9. I, .....HEREBY CERTIFY THAT I AM DULY AUTHORISED, BY AND ON BEHALF OF THE CUSTOMER, TO SIGN THIS APPLICATION FOR CREDIT FACILITIES, A COPY OF WHICH HAS BEEN HANDED TO ME, AND RECORD THAT THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS STATED THEREIN AND ACKNOWLEDGES THAT ALL BUSINESS WILL BE CONDUCTED IN TERMS OF THE STANDARD TRADING CONDITIONS OF THE COMPANY, A COPY OF WHICH IS ATTACHED HERETO, AND TO WHICH THE CUSTOMER HEREBY AGREES TO BE BOUND.

SIGNED: ..... DESIGNATION: .....

FULL NAMES: .....

DATE: .....

COMPANY RUBBER STAMP:

I/We hereby acknowledge that the CUSTOMER referred to in this credit application has applied to the CONTAINER WORLD (PTY) LTD (hereafter “CONTAINER WORLD”) for credit facilities and is likely to become indebted to either or both for goods sold and delivered and/or the hire of containers and/or trade services and/or any other indebtedness whatsoever.

I/We, the undersigned, do hereby interpose and bind myself/ourselves as surety/sureties *in solidum* for and co-principal debtor/debtors jointly and severally with the CUSTOMER to CONTAINER WORLD for the payment by the CUSTOMER to CONTAINER WORLD of all sums of money which are now or may hereafter become due and payable by the CUSTOMER to CONTAINER WORLD arising from the causes set out above.

I/We hereby renounce the benefits of *excussion* and division and acknowledge that I/we are aware of the meaning and consequences thereof.

I/We acknowledge that no act of indulgence or relaxation granted to the CUSTOMER shall in any way affect this suretyship and that all acknowledgements of indebtedness and admissions made by the CUSTOMER shall be binding on me/us.

SIGNED by the SURETY at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**(PLEASE ENSURE THAT TWO WITNESSES SIGN FOR EACH SURETY THAT SIGN)**

*TWO WITNESS SIGNATURES:*

**FIRST SURETY**

1. ....

.....  
Signature

2. ....

Full Names .....  
Identity Number .....

*TWO WITNESS SIGNATURES:*

**SECOND SURETY**

1. ....

.....  
Signature

2. ....

Full Names .....  
Identity Number .....

**ANNEXURE A**  
**DETAILED LISTING OF DIRECTORS / PARTNERS / MEMBERS**

PLEASE COMPLETE THE FOLLOWING:

NAME / SURNAME: : \_\_\_\_\_

ID NUMBER : \_\_\_\_\_

DATE OF BIRTH : \_\_\_\_\_

NATIONALITY : \_\_\_\_\_

OCCUPATION : \_\_\_\_\_

APPOINTMENT DATE : \_\_\_\_\_

RESIDENTIAL ADDRESS : \_\_\_\_\_

BUSINESS ADDRESS : \_\_\_\_\_

POSTAL ADDRESS : \_\_\_\_\_

NAME / SURNAME: : \_\_\_\_\_

ID NUMBER : \_\_\_\_\_

DATE OF BIRTH : \_\_\_\_\_

NATIONALITY : \_\_\_\_\_

OCCUPATION : \_\_\_\_\_

APPOINTMENT DATE : \_\_\_\_\_

RESIDENTIAL ADDRESS : \_\_\_\_\_

BUSINESS ADDRESS : \_\_\_\_\_

POSTAL ADDRESS : \_\_\_\_\_

ANNEXURE A Continued...

NAME / SURNAME: : \_\_\_\_\_

ID NUMBER : \_\_\_\_\_

DATE OF BIRTH : \_\_\_\_\_

NATIONALITY : \_\_\_\_\_

OCCUPATION : \_\_\_\_\_

APPOINTMENT DATE : \_\_\_\_\_

RESIDENTIAL ADDRESS : \_\_\_\_\_

BUSINESS ADDRESS : \_\_\_\_\_

POSTAL ADDRESS : \_\_\_\_\_

NAME / SURNAME: : \_\_\_\_\_

ID NUMBER : \_\_\_\_\_

DATE OF BIRTH : \_\_\_\_\_

NATIONALITY : \_\_\_\_\_

OCCUPATION : \_\_\_\_\_

APPOINTMENT DATE : \_\_\_\_\_

RESIDENTIAL ADDRESS : \_\_\_\_\_

BUSINESS ADDRESS : \_\_\_\_\_

POSTAL ADDRESS : \_\_\_\_\_

## ANNEXURE B REFERENCES

**PLEASE COMPLETE THREE (3) REFERENCES:**

COMPANY NAME	COMPANY ADDRESS	TELEPHONE
1.		
2.		
3.		

**FOR OFFICE USE ONLY:**

PLEASE COMPLETE WHEN FOLLOWING UP GIVEN REFERENCES:

1. NAME OF COMPANY .....  
 TEL NUMBER .....  
 CONTACT PERSON .....  
 CREDIT LIMIT .....  
 MONTHLY LIMIT .....  
 PAYMENT TERMS .....  
 HOW LONG DEALT WITH .....  
 CONDUCT OF ACCOUNT .....
  
2. NAME OF COMPANY .....  
 TEL NUMBER .....  
 CONTACT PERSON .....  
 CREDIT LIMIT .....  
 MONTHLY LIMIT .....  
 PAYMENT TERMS .....  
 HOW LONG DEALT WITH .....  
 CONDUCT OF ACCOUNT .....
  
3. NAME OF COMPANY .....  
 TEL NUMBER .....  
 CONTACT PERSON .....  
 CREDIT LIMIT .....  
 MONTHLY LIMIT .....  
 PAYMENT TERMS .....  
 HOW LONG DEALT WITH .....  
 CONDUCT OF ACCOUNT .....