

**AANSOEK OM KREDIETFASILITEITE/  
 APPLICATION FOR CREDIT FACILITIES**

**SECTION A:** (To be completed by ALL applicants)  
 Please mark with (X) the relevant legal entity under which you will operate the account.

**AFDELING A:** (Moet deur ALLE applikante voltooi word)  
 Toon asseblief aan deur (X) in die betrokke blok welke tipe regs persoon die rekening sal gebruik.

SOLE PROPRIETOR/ALLEEN EIENAAR	
PARTNERSHIP/VENNOOTSKAP	
REGISTERED COMPANY/GEREGISTREERDE MAATSKAPPY	
CLOSE CORPORATION/BESLOTE KORPORASIE	

*Also complete Section B  
 Voltooi ook Afdeling B*

*Also complete Section C  
 Voltooi ook Afdeling C*

The account shall be operated in the name of (Full Name(s)):  
 Die rekening sal gehou word onder die naam van (Volle Naam/Name):

.....

Contact  
 Person/Kontakpersoon:

Tel No. .... E-mail: .....

Postal Address/Posadres: Residential Address/ Principal Address where  
 business is located:  
 Residentiële/Hoofadres waar besigheid geleë is:

.....  
 .....  
 .....(Code/Kode) .....(Code/Kode)

**BANKERS/BANKIERS**

Bank:..... Branch/Tak:.....  
 Branch Code/Tak kode: ..... Account No/Rekening Nr.....  
 Type of Account/Tipe Rek:..... Account Name/Rekening Naam:.....  
 Date A/C opened/Datum ge-open:.....

Trade References/Handelsverwysings:

Name/Naam	Tel. No.
1.	
2.	
3.	

Vat/BTW no.: .....

**SECTION B:** (Partnership/Sole Proprietor)  
**AFDELING B:** (Vennootskap/Alleen Eienaar)

Date of Commencement of Business/Datum waarop besigheid begin is: .....

Full Names of Proprietor/Partners:

Volle Name van Eienaar/Vennote: .....

Identity Number/Identiteitsnommer: .....

Full Names of Spouse:

Volle name van Eggenoot: .....

Identity Number of Spouse:

Identiteitsnommer van Eggenoot:.....

Occupation of Spouse:

Beroep van Eggenoot: .....

Employer of Spouse:

Werkgewer van Eggenoot: .....

Salary and other income per month:

Salaris en ander inkomste per maand:.....

Address of Employer:

Adres van Werkgewer: .....

Telephone Number of Employer:

Telefoon Nommer van Werkgewer:.....

Date when Married:.....

Huwelksdatum:.....

In community of property                      Yes/No  
Binne Gemeenskap van goed                Ja/Nee

With the accrual system                      Yes/No  
Met die aanwasbedeling                      Jan/Nee

Residential Address:

Woonadres: .....

Telephone Number – Home:

Telefoon Nommer – Huis: .....

Was any person involved with this application ever declared insolvent?                      Yes/No

Was enige betrokke by hierdie aansoek ooit insolvent verklaar?                      Ja/Nee

**If YES/Indien Ja:**

Name/Naam:.....

Particulars/Besonderhede:.....

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**SECTION C (Registered Company/Close Corporation)**

**AFDELING C (Geregistreerde Maatskappy/Beslote Korporasie)**

Registered Office Address:

Geregistreerde Kantoor Adres: .....

Head Office Address:

Hoofkantooradres: .....

Company's/Corporation's Registration No.

Maatskappy/Korporasie se Registrasie No. ....

If a subsidiary company, please state name of holding company.

Indien 'n filiaalmaatskappy, verstrek asb. naam van houermaatskappy:

.....  
Does the company/corporation trade under any other name/s?                      Yes/No

Dryf die maatskappy/korporasie handel onder enige ander naam/name?                      Ja/Nee

Trading Name/Handelsnaam: .....

Address/Adres: .....(Code/Kode) .....

Nature of Business/Aard van Besigheid: .....

Who are the Auditors/Accountants of the Company/Corporation?

Wie is die Ouditeure/Rekenmeesters van die Maatskappy/Korporasie?

.....

Tel: (.....) .....

Who are the Directors of the Company/Members of the Corporation?

Wie is die Direkteure/Lede van die Maatskappy/Korporasie?

Full Names Volle Name	DOB/ID No. Geboorte Datum/ID No.	Private Address Persoonlike Adres	Telephone No. Telefoon Nr.

Who is the official Company Secretary/Public Officer?

Wie is die Maatskappy/Korporasie se amptelike Sekretaris?

Name & Surname

Naam & Van: .....

Tel: (.....) .....

Credit Requested:

Krediet Versoek .....

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TERMS AND CONDITIONS/TERME EN VOORWAARDES

IT IS AGREED THAT/DAAR WORD OOREENGEKOM DAT:-

**A CONDITIONS OF CREDIT/KREDIETVOORWAARDES**

- A1. As security for all and any indebtedness which the Applicant might owe to Oranjerivier Tenkers (Pty) Ltd, howsoever arising, the Applicant hereby cedes, assigns and makes over unto and in favour of Oranjerivier Tenkers (Pty) Ltd all its rights, title and interest in and to its debtors (Accounts Receivable).  
As sekuriteit vir alle of enige skuld wat die Applikant aan Oranjerivier Tenkers (Edms.) Bpk. verskuldig mag wees, hoe ook al ontstaan, sodeer en dra die Applikant hiermee al sy regte, titel en belang in al sy/haar bestaande en toekomstige boekskulde oor as sekerheid vir enige skuld van die Applikant aan Oranjerivier Tenkers (Edms.) Bpk..
- A2. In the event of/In geval:
- 2.1 the Applicant failing to make any payments on due date;  
die Applikant in gebreke bly om betaling te maak van enige bedrag op die betaaldatum daarvan;
- 2.2 the Applicant's sequestration or liquidation (provisional or final) or petitioning the court for the acceptance of the surrender of the Applicant's estate;  
die Applikant gesekwestreer/gelikwieder word (hetsy voorlopig of finaal) of stappe neem om sy boedel oor te gee;
- 2.3 the Applicant makes or offers to make any arrangement with any of his creditors for releasing him wholly or partially from his debts;  
die Applikant 'n kompromie aangaan of poog om een aan te gaan met enige van sy krediteure; of
- 2.4 any of the Applicant's assets being attached in terms of a court order  
daar op enige van die Applikant se eiendom beslaggelê word ingevolge 'n vonnis van 'n Hof;
- the total outstanding amount, including interest, will immediately become due and payable  
sal die volle balans uitstaande, insluitende rente, onmiddellik opeisbaar en betaalbaar wees.
- A3. The credit facilities may be withdrawn by Oranjerivier Tenkers (Pty) Ltd at any time without prior notice.  
Die kredietfasiliteite mag te enige tyd deur Oranjerivier Tenkers (Edms.) Bpk. teruggetrek word sonder voorafgaande kennisgewing.
- A4. A certificate sworn to before a Commissioner of Oaths by a Director or Financial Manager or Accountant of Oranjerivier Tenkers (Pty) Ltd shall constitute conclusive proof of the indebtedness and the amount thereof owing by the Applicant to Oranjerivier Tenkers (Pty) Ltd at any time and shall, for all purposes, be binding on the Applicant and shall be sufficient proof of the amount due in any Court.  
Die Applikant stem hiermee toe dat 'n Eedsverklaring wat onderteken is voor 'n Kommissaris van Ede deur 'n Direkteur of Finansiële Bestuurder of Rekenmeester van Oranjerivier Tenkers (Edms.) Bpk., voldoende bewys sal wees van die bedrag verskuldig deur die Applikant aan Oranjerivier Tenkers (Edms.) Bpk. vir vonnisdoeleindes in enige Hof.
- A5. Oranjerivier Tenkers (Pty) Ltd shall be entitled to charge interest, on the outstanding amount from time to time, at the maximum permissible rate according to the Usury Act.  
Oranjerivier Tenkers (Edms.) Bpk. sal geregtig wees om rente te hef op die verskuldigde bedrag, van tyd tot tyd, op die maksimum toelaatbare koers soos bepaal deur die woekerwet.

**B. PAYMENT TERMS/BETAALTERME**

- B1. The invoice price reflected on Oranjerivier Tenkers (Pty) Ltd's invoice shall be paid by the Applicant without any deduction and in accordance with the terms of payment to which the parties hereto might from time to time agree. In particular, the lodging of a claim or if no proof of delivery document can be provided or a credit or shortfall shall not entitle the account holder to withhold any monies due for payment.  
Die bedrag soos op Oranjerivier Tenkers (Edms.) Bpk. se faktuur sal deur die Applikant betaal word sonder enige aftrekkings en in ooreenstemming met die terme van betaling waartoe die partye van tyd tot tyd mag ooreenkom. Geen krediete of tekorte mag afgetrek word nie en geen betalings mag om enige rede teruggehou word nie, ook nie in die geval van 'n hangende eis of by gebrek aan voorsiening van 'n afleweringsnota nie.
- B2. Accounts are payable strictly 30 (thirty) days from date of statement. Oranjerivier Tenkers (Pty) Ltd accounting closes on the last day of each month, which means that payments must reach their offices not later than the last day of the following month to be taken into account in that particular month  
Rekeninge is betaalbaar binne 30 dae na datum van staat. Oranjerivier Tenkers (Edms.) Bpk. se rekeninge sluit op die laaste dag van die maand. Betalings wat ontvang word tot op die laaste dag van die maand sal in berekening gebring word en op die staat verskyn en betalings daarna ontvang sal in die daaropvolgende maand erken word.

**C. CLAIMS AND ACCOUNTABILITY/EISE EN AANSPREEKLIKHEID**

- C1. In all instances where cargo is lost or damaged, or where a satisfactory proof of delivery document cannot be provided applicant must lodge a claim at Oranjerivier Tenkers (Pty) Ltd's Insurance Claims Manager in writing within 14 (fourteen) days of date of POD failing which the applicants claim will prescribe and the applicant will have no further claims against Oranjerivier Tenkers (Pty) Ltd from thus cause of action.  
In 'n geval waar enige vrag beskadig of verlore is of waar 'n voldoende afleweringsoordokument nie voorsien kon word nie, moet 'n eis skriftelik binne 14 dae vanaf datum van afleweringsoordokument ingedien word by Oranjerivier Tenkers (Edms.) Bpk. se Eise bestuurder, waarna die eis sal verjaar en die Applikant geen verdere eise teen Oranjerivier Tenkers (Edms.) Bpk. sal hê voortspruitend uit die betrokke skuldoorsaak.
- C2. Claims shall be lodged at the Insurance Claim Manger of Oranjerivier Tenkers (Pty) Ltd at 39 Toekoms Street and an acknowledgement of receipt need to be obtained, or may be sent per prepaid registered post to Oranjerivier Tenkers (Pty) Ltd, P.O. Box 1818, Upington, 880 or faxed to 054 – 332 5222.  
Eise kan per hand ingedien word by die Eisebestuurder by die kantore van Oranjerivier Tenkers (Edms.) Bpk. te Toekomsstraat 39, Upington en moet 'n ontvangserkenning daarvoor verkry word of moet per voorafbetaalde geregistreerde pos gestuur word aan Oranjerivier Tenkers (Edms.) Bpk., Posbus 1818, Upington, 8800 of gefaks word aan 054 – 332 5222.
- C3. The parties expressly agdress that should the insurer dispute liability for any reason, the insured shall have recourse against the insurer only and Oranjerivier Tenkers (Pty) Ltd shall not be under any liability to the applicant in relation thereto whatsoever.  
Die partye kom uitdruklik ooreen dat indien die versekeraar aanspreeklikheid om enige rede sou betwis, het die Applikant slegs teen die versekeraar 'n verhaalsreg en sal Oranjerivier Tenkers (Edms.) Bpk. geen aanspreeklikheid hê teenoor die Applikant nie.
- C4. Neither Oranjerivier Tenkers (Pty) Ltd nor any of its servants or agents will be liable for any loss or damage to the customer, however caused, arising out of this agreement.  
Nog Oranjerivier Tenkers (Edms.) Bpk. nog enige van sy werknemers, verteenwoordigers of agente is aanspreeklik vir enige verlies of skade wat Applikant gelei het, hoe dit ookal ontstaan het en wat voortspruit uit hierdie ooreenkoms.
- C5. Oranjerivier Tenkers (Pty) Ltd shall not be liable for any consequential loss suffered by the purchaser in respect of delays in delivery, whatever the cause or from any other cause whatsoever.  
Oranjerivier Tenkers (Edms.) Bpk. sal ook nie aanspreeklik wees vir enige gevolgskadde wat die Applikant ly as gevolg van 'n vertraging in die aflewering ongeag die oorsaak daarvan, of as gevolg van enige ander rede hoegenaamd.

#### **D. CONDITIONS OF TRANSPORT/VOORWAARDES VIR VERVOER**

The parties agree that all goods handed to Oranjerivier Tenkers (Pty) Ltd will be transported in accordance with the conditions of consignment stipulated on the back of Oranjerivier Tenkers (Pty) Ltd waybill, as from time to time, these conditions being accepted by the signing of the waybill by the Applicant or a employee or a representative. It is expressly noted that such a signed document will not require an official company order number of the applicants business.

Die partye kom ooreen dat alle goedere deur Oranjerivier Tenkers (Edms.) Bpk. vervoer sal word in ooreenstemming met die voorwaardes soos gestipuleer op die agterkant van Oranjerivier Tenkers (Edms.) Bpk. se vragbrief soos van tyd tot tyd en dat hierdie voorwaardes deur die Applikant aanvaar word deur ondertekening van die Applikant se werknemer of verteenwoordiger van die vragbrief. Dit word uitdruklik ooreengekom dat so 'n dokument nie 'n amptelike bestelnommer van die Applikant se besigheid vereis nie.

#### **E. RELAXATION/TOEGEWINGS**

No relaxation or indulgence including the acceptance of late payments by Oranjerivier Tenkers (Pty) Ltd is deemed to be a waiver by Oranjerivier Tenkers (Pty) Ltd of any of his rights to enforce strict compliance by the Applicant of any of his obligations in terms hereof nor is such relaxation or indulgence a novation of any of the terms and conditions of this agreement.

Geen verlenging van tyd of enige ander toegewing wat deur Oranjerivier Tenkers (Edms.) Bpk. aan die Applikant toegestaan mag word, sal beskou word asof dit afbreuk doen aan enige van Oranjerivier Tenkers (Edms.) Bpk. se regte in terme van hierdie ooreenkoms nie, of dat dit sodanige regte enigsins affekteer of benadeel nie.

#### **F. CHANGES/WYSIGING**

- F1. No variation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.  
Geen wysiging van hierdie voorwaardes sal van enige krag wees tensy dit eers op skrif gestel is en deur beide die Applikant en Oranjerivier Tenkers (Edms.) Bpk. onderteken is nie.
- F2. The Applicant warrants that the information on the reverse is true and correct, and undertake to notify Oranjerivier Tenkers (Pty) Ltd in writing of any change of details given including change of ownership, name or address.

Die Applikant bevestiging dat die inligting op die keersy waar en korrek is, en onderneem om Oranjerivier Tenkers (Edms.) Bpk. skriftelik in kennis te stel van enige verandering van besonderhede gegee, insluitend die verandering van eienaar, naam of adres.

**G. COSTS/REGSKOSTES**

The Applicant agrees to be liable to Oranjerivier Tenkers (Pty) Ltd for all legal costs incurred in collecting any amounts owed to him, calculated on the attorney and client scale, which includes 10% collection commission per payment.

Applikant sal aanspreeklik wees vir alle regskostes deur Oranjerivier Tenkers (Edms.) Bpk. aangegaan ter invordering van enige bedrag deur die Applikant verskuldig aan Oranjerivier Tenkers (Edms.) Bpk. op 'n prokureur- en kliëntskaal, waarby ingesluit is 10% Invorderingskommissie per betaling.

**H. DOMICILIUM/DOMICILIUM**

The Applicant and signatory/ies hereto nominate the Applicant's business address as recorded on the reverse side hereof as their *domicilium citandi et executandi* for service upon them of all notices and processes, whether in connection with any claim or sum due to Oranjerivier Tenkers (Pty) Ltd or otherwise

Die Applikant nomineer sy besigheidsadres soos op die keersy hiervan, as sy *domicilium citandi et executandi* vir betekening van alle kennisgewings en prosesstukke op hom, in verband met enige eis of bedrag verskuldig aan Oranjerivier Tenkers (Edms.) Bpk., of andersins.

**I. JURISDIKSIE**

The parties shall be entitled but not obliged to institute any proceedings arising out of this agreement in the Magistrate's Court.

Die partye stem toe tot die jurisdiksie van die Landdroshof vir die beslegting van enige dispuut wat uit die ooreenkoms mag voortvloei. Die partye behou egter die reg voor om volgens die keuse van die party wie die aksie instel, sodanige aksie in enige ander Hof wat jurisdiksie sou gehad het, in te stel.

**SURETY & CESSION/BORGSTELLING EN SESSIE**

I/We, the undersigned/Ek/Ons, die ondergetekende/s :

1. Hereby bind myself/ourselves as surety/ies and co-principal debtor's in solidum unto and in favour of Oranjerivier Tenkers (Pty) Ltd in respect of all the obligations of the Applicant, past, present and future and furthermore hereby agree and undertake to be bound by the terms and conditions of this agreement *mutatis mutandis*;  
Verbind my/ons hiermee, gesamentlik en afsonderlik as borge en mede-hoofskuldenaar/s in solidum vir en ten gunste van Oranjerivier Tenkers (Edms.) Bpk. ten opsigte van die behoorlike nakoming van alle verpligtinge van die Applikant teenoor Oranjerivier Tenkers (Edms.) Bpk., in die verlede, tans of toekomstig en aanvaar die bepalings soos vervat in die kredietaansoek; en
2. Agree that in the event of the liquidation of the Applicant I/we hereby cede/s any claim or loan account I/we has/have against the Applicant's estate to Oranjerivier Tenkers (Pty) Ltd until all amounts (including interest and costs) due by the Applicant to Oranjerivier Tenkers (Pty) Ltd have been paid in full.  
In geval van likwidasië van die Applikant, sedgeer ek/ons enige eis/e of leningsrekening/s wat ek/ons teen die Applikant se boedel het aan Oranjerivier Tenkers (Edms.) Bpk. totdat alle rekeninge (insluitend rente & koste) verskuldig deur die Applikant aan Oranjerivier Tenkers (Edms.) Bpk. ten volle betaal is.

Signed at ..... this ..... day of  
Geteken te ..... hierdie ..... dag van ..... 20 .....

Signature/s of Applicant or its duly authorized Representative/s  
Handtekening/e van Applikant of sy gemagtigde Verteenwoordiger/s

1. ....

2. ....

.....  
Naam & Van  
Name & Surname

.....  
Naam & Van  
Name & Surname

.....  
Designation/Posisie

.....  
Designation/Posisie

**Witnesses:**  
**Getuies:**

1. ....

2. ....

Amptelike stempel:  
Official stamp:

