



BizzStrat Financial Solutions
Menlynwoods Office Park
Ground Floor, Block C,
291 Sprite Avenue,
Faerie Glen
Pretoria, 0081

Cell: 078 455 8396 (Office)
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Postnet Suite 20
Private Bag X19
Menlopark
Pretoria
0102

**CREDIT APPLICATION INCORPORATING TERMS AND CONDITIONS,
DEED OF SURETYSHIP**

APPLICANT:

Sole Owner	Partnership	Close Corporation	Private Company	Public Company	Trust
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INFORMATION OF CUSTOMER

Registered Name:	Trading Name:
Registration Number:	VAT Number:
Date commenced Business:	Type of Business:
Business Address:	
Registered Office:	Code:
Postal Address:	Code:
Account Department: Contact Person:	Tel: () Fax/E-mail:

FINANCIAL DETAILS OF CUSTOMER

Required Credit Limit (Yearly/Monthly/Weekly): <i>(I accept that the credit facilities granted to the Customer at any stage shall not be deemed to be a limit of the Customer's indebtedness to the Contractor)</i>	Anticipated Monthly request of services:
Auditors/Accountants: Contact Person: Telephone Number:	Bankers: Account Type & Number: Branch: Date Opened:
Does the applicant own the premises from which it conducts business? If so, details of bond holder and bond account number: If not, details of landlord and contact number:	YES NO
Indicate if Nett Asset Value or annual turnover is less than or exceeds R1 million?	LESS EXC



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Any claims / judgments not settled? Details:	Amount:	YES	NO
Is the applicant under administration order / debt review? Details:		YES	NO
Application for sequestration/liquidation lodged/granted? Details:		YES	NO
Any pending legal proceedings instituted against? Details:		YES	NO

INFORMATION OF SOLE OWNER / PARTNERS / MEMBERS / DIRECTORS

NAME & SURNAME	ID NUMBER	RESIDENTIAL ADDRESS	TEL NUMBER	CAPACITY
1.				
2.				
3.				
4.				

TRADE REFERENCES OF CUSTOMER – (three trade references must be provided)

NAME	TEL NUMBER	CONTACT PERSON	PAYMENT TERMS	MONTHLY PURCHASE	CREDIT LIMIT
1.					
2.					
3.					

DETAILS OF SECURITY PROVIDED BY THE CUSTOMER TO THIRD PARTIES –

SECURITY HOLDER	IDENTITY REGISTRATION NR.	SHARE OF EQUITY	RESIDENTIAL ADDRESS	HOME TELEPHONE NUMBER	BANKERS
1.					
2.					
3.					

The following documents needs to be submitted together with this form:

- Company documents;
- Proof of Bank Account;
- Proof of Address – Utility account not older than 3 months
- Company Resolution;
- Three months bank statements; or Financial statements for the last three years;
- ITA 34 (Tax);
- Copy of ID documents for all directors/members.



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FOR OFFICE USE ONLY

APPROVED:

YES

☐

NO

☐

DATE APPROVED:

CREDIT LIMIT APPROVED:

GOODS IN TRANSIT RISK LIMIT APPROVED:

REPRESENTATIVE:

MANAGING MEMBER:



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WARRANTY BY CUSTOMER

I hereby warrant that the Customer is a juristic person as defined in the National Credit Act, 34 of 2005 ("NCA") and in the Consumer Protection Act No 68 of 2008 ("CPA") and that the Customer's asset value or annual turnover at the time of conclusion of this Agreement, equals or exceeds the sum of R2 000 000.00 (Two Million Rand) and accordingly, the agreement that will come into being upon acceptance of this credit application by the Contractor will not be subject to the provisions of the NCA and/or the CPA.

I hereby accept that upon written approval of this credit application by the Contractor, a legally binding agreement shall come into being between the Customer and the Contractor on the terms and conditions contained herein and in Schedule 1 attached hereto. Unless otherwise agreed in writing after date of conclusion of this Agreement, the terms hereof shall regulate any and all Contracts between the Customer and the Contractor, it being understood that each Contract will constitute a separate and independent agreement from other Contracts but always regulated by the terms hereof.

The Customer acknowledges that the granting of credit facilities by the Contractor always remains at the sole discretion of the Contractor and may be withdrawn, increased or decreased at any time upon 14 (fourteen) days written notice to the Customer.

I warrant being duly authorized to represent the Customer herein and accept that in the absence of such authorization alternatively such authorization being defective, I shall be personally liable for the obligations of the Customer.

For and on Behalf of _____

Who warrants that he/she is duly authorised thereto.

Duly signed and dated at _____ on this _____ day of _____ 20____.

Duly Authorised Director / Member

ID:

Duly Authorised Director / Member

ID:



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SCHEDULE 1

STANDARD TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 **AGREEMENT** - means all terms and conditions recorded in this Schedule 1 read with the credit application to which this Schedule 1 is attached; Should the credit facility be granted by the Company to the Customer (Applicant), then the terms and conditions hereunder, which have been accepted by the Customer (Applicant) shall apply. The Customer by accepting any quotation from the Company, or placing any order with the company – in writing or through execution of services - acknowledges that all Goods sold and / or Services rendered by the Company to the Customer shall be subject to and governed by the terms and conditions contained in this Agreement, together with any standard terms and conditions of the Company.
- 1.2 **CUSTOMER** – means any person/s at whose request or on whose behalf the Company undertakes to supply any goods, do any business or provide any advice or service/s;
- 1.3 **COMPANY** – means Banzi Transport;
- 1.4 **CPA** - means the Consumer Protection Act, 68 of 2008;
- 1.5 **FICA** - means the Financial Centre Intelligence Act, 38 of 2001;
- 1.6 **PARTIES** - means the Applicant (Customer) and the Company;
- 1.7 **GOODS** - means anything to be handled, conveyed or stored by the Company;
- 1.8 **ORDER** – means a written request for the Services (by way of hand delivery, fax, e-mail or other electronic means) by the Customer to the Company. If any term of an Order is in conflict with this Agreement, the terms of this Agreement shall prevail unless such offending term/s is accepted in writing or through execution of the Services;
- 1.9 **SERVICES** – means logistics services.

2. CONTRACTS // ORDERS

- 2.1 Orders shall be sent to such address, e-mail address or fax number as stipulated by the Company from time to time. The Company may refuse any Order without a reason.
- 2.2 Unless otherwise agreed in writing, the Services shall be rendered at the Company's prevailing rates.
- 2.3 The Company shall be entitled to employ sub-contractors on such terms and conditions as it deems fit for the purposes of fulfilling a Contract or any part thereof.
- 2.4 Whilst it will endeavor to deliver all Goods in time but the Company does not and cannot guarantee delivery on any specific date and time. Thus, time will not be of the essence in respect of any Contract. The Company shall not be liable for any loss or damage due to delayed delivery and the Customer shall not be entitled to cancel or repudiate a Contract or claim damages due to late delivery.
- 2.5 Each Contract shall be carried out in a manner to be decided upon by the Company in its sole discretion.
- 2.6 The Company, unless having undertaken to do so in writing, shall not load or off-load the Goods. This shall be the responsibility of the Customer or consignee and to the extent that the Company may assist with the loading or off-loading of Goods, it shall be deemed to be acting on the instructions and with the authorisation of the Customer and at the sole risk of the Customer. The Company shall not be liable for any loss or damage, direct or indirect, consequential or otherwise sustained by the Customer or consignee during the loading or off-loading of the Goods.

3. ACCOUNT AND PAYMENT

- 3.1 On approval of the Customer's credit application, the Company undertakes to open a credit account in the name of the Customer, which shall be subject to a credit limit as determined by the Company;
- 3.2 The Company shall be entitled, at any time during the duration of the Agreement to review the extent of the credit granted and shall in its sole discretion have the right to increase or decrease such limit;
- 3.3 The Company shall, notwithstanding the above, have the right and without furnishing any reasons, to summarily close the credit account at any time, in which event the full amount of the Customer's indebtedness to the Company shall immediately become due and payable in respect of all Contracts, owing and payable irrespective of the due dates for payment of such



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amounts. Together therewith, the Customer shall be liable to pay compounded interest in respect of these amounts at the maximum rate permissible in terms of law, from due date until date of final payment.

- 3.4 Should the Customer be a subcontractor of the Company and any money is due and owing by the Company to the Customer, the Company will settle same by means of set-off to the customer's credit facility. Should there be an amount still due by the Customer to the Company after set-off said amount will be payable as per the conditions as contained in this agreement.
- 3.5 Payment of the rates shall be made within 30 (thirty) days from date of the Company's monthly statement.
- 3.6 All payments to the Company shall be without delay, deduction or set-off and no amount may be deferred or withheld by reason of any claim or counter claim.
- 3.7 The rate/s quoted by the Company (which is valid for 14 (fourteen) days from its date of issue and which may be withdrawn prior to acceptance) is subject to an appropriate increase, in the Company's sole but reasonable discretion, if:
 - 3.7.1 any information provided by the Customer regarding any load is incorrect;
 - 3.7.2 the cost of capital equipment to be specifically acquired for a Contract or fuel, tyres, toll charges, spares, insurance, salaries, wages, sub-contractors, railage airfreight, shipping, taxes or any other costs beyond the Company's control is increased during execution of a Contract;
 - 3.7.3 longer routes than planned, when quoting or contracting, have to be used or loading and/or off-loading is complicated due to circumstances beyond the Company's control;
 - 3.7.4 obtaining permits, providing escorts, removing and reinstating obstructions involves expenses and attendances not previously provided for by the Company;
 - 3.7.5 extra costs are incurred to meet taxes, levies and requirements of the authorities;
 - 3.7.6 the Company's vehicle is seized as a consequence of any breach on the part of the Customer;
 - 3.7.7 the Customer or the consignee fails to load, off-load or take delivery of any Goods in which event the Company shall in its discretion be entitled to abandon the Goods on site or store them. The Customer shall be liable for all expenses and charges, including storage charges, and shall have no claim whatsoever against the Company;
 - 3.7.8 any area or mass set aside for storage or conveyance of the Goods is not used or the Company's equipment is damaged or delayed due to the Customer's fault or negligence;
 - 3.7.9 the Company has to pay or incurs any demurrage or storage charges, for whatever reason;
 - 3.7.10 any delays in the execution of a contract are caused by The customer or third parties, the Company shall be entitled to payment of its then prevailing charges for standing time and other incidental charges.
- 3.8 The Company shall in its absolute discretion be entitled to appropriate payments received from or on behalf of the Customer to any debt the Customer may owe it, including interest, legal costs and capital.
- 3.9 All overdue amounts shall bear interest at a rate of 2% per month calculated from due date to date of payment. If any amount is not paid on due date of payment then all other amounts under this agreement and other agreements, linked to the Customer, then outstanding but not yet due shall immediately become due and payable to the company.
- 3.10 In the event of the Customer at any time exceeds the credit limit, or any amount not being paid on due date, then the Company shall have the right to refuse to take delivery of any further goods from the Customer or its agents for dispatch and without incurring any liability in respect of such refusal.
- 3.11 Should the Applicant be of the opinion that incorrect debits were raised on a monthly statement of account, then the Company shall query such debits by means of a reconciliation and make such query on or before the 30th day of the month following that month to which the debits relate, failing which, all debits appearing on the statement of account shall be deemed to be correct and lawfully raised against the account. The Customer shall, despite any query, continue to make payment and/or render services as per the monthly account until such time as the query has been attended to.
- 3.12 The Applicant shall not be entitled to withhold payment of any amount due in terms hereof arising from any claim which the Customer may have for compensation for loss of, or damage to goods or property, or for any other reason whatsoever.
- 3.13 Apart from any *lien* that the Company may be entitled to exercise over the Goods, the Customer agrees that all Goods and documents relating to a Contract which come into the possession or under the control of the Company on their behalf are pledged to the Company as security for all monies that the Customer may owe it.



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4. CUSTOMER'S OBLIGATIONS

- 4.1 In respect of any Order/Contract, the Customer shall –
- 4.1.1 provide the Contractor with full and complete details of the Goods, Collection Points, Delivery Points and other relevant information;
 - 4.1.2 notify the Contractor in writing at least 48 (forty eight) hours prior to loading if Goods are deemed hazardous irrespective of whether classified as such or not;
 - 4.1.3 immediately notify the Contractor in respect of any facts and/or circumstances coming to the knowledge of the Customer which could or would impair or otherwise hinder the execution of any Contract;
 - 4.1.4 remain liable for the rates even if Goods are consigned "carriage forward" or in the event of the Contractor having agreed to Collect payment from any third party;
 - 4.1.5 remain liable for payment of the rates even if the Contractor is acting for a disclosed or undisclosed principle;
 - 4.1.6 not assign any of its rights hereunder to any third party without the Contractor's prior written consent;
 - 4.1.7 ensure that Orders for the Services only be given by duly authorized employees/representatives of the Customer;
 - 4.1.8 ratify and give effect to any storage agreement concluded by the Contractor on its behalf in the event of the Contractor being compelled to store the Goods due to any default of the Customer or its consignee.
 - 4.1.9 supply the Contractor with the correct mass and dimensions of all Goods and in the event of bulk Goods, supply a properly calibrated weighbridge failing which the Customer shall be liable and shall on first demand pay all fines in respect of gross vehicle mass and axle-mass overloading.
- 4.2 In compliance with Section 97 of the CPA, the Customer is required to disclose to the Company the location of the Goods delivered to it by the Company of any change concerning the Customer's residential address and/or the address of the premises in which any Goods that are the subject of this Agreement are ordinarily kept and the name and the address of any other person to whom possession of the Goods has been transferred. Should customer cause the Goods to be delivered to rented premises, the customer shall immediately inform the landlord of such rented premises or any persons laying claim thereto of the reservation of ownership by the Company in respect of such Goods.

5. RISK, LIABILITY AND INSURANCE

- 5.1 Subject to the terms of the agreement the Company will:
- 5.1.1 not be liable for any damage to the goods and/or for any loss which may occur during the conveyance thereof;
 - 5.1.2 not be liable to the Customer for any loss of production or profit or for any other consequential loss suffered by the customer as a consequence of any default by the Company;
 - 5.1.3 not be liable to the customer for any loss or damage of whatsoever nature suffered by the customer as a consequence of delays pertaining to the acquittal of any customs' documentation.
- 5.2 If the goods conveyed in terms of the agreement are delayed in route by reason of any default or wrong declaration of the Customer, or for any reason beyond the control of the Company / Carrier, or if the consignee is unable to receive the goods at the place where they are to be delivered immediately on their arrival, the Company / Carrier shall be at liberty (time being of the essence in this regard) to off-load them onto its own or any other place for storage and the customer hereby irrevocably and *in rem suam* appoints the Company / Carrier as his/its agent to enter into any agreement of storage and/or cartage and/or delivery in this regard. Any additional expense to the Company / Carrier due to delay, shall be recoverable from the Customer and the Company / Carrier shall have a *lien* on the goods for all charges incurred up to the time when the customer shall take delivery of any or all of the goods.
- 5.3 The Company / Carrier shall not be liable for damage or storage charges of any nature whatsoever and however arising, or levied by a third party, and where any such demurrage and/or storage charges are paid by the Company / Carrier, such charges shall be for the account of the Customer and shall be payable on demand.
- 5.4 The carrier reserves the right to employ sub-contractors and/or agents to act on its behalf in the event of the aforesaid all the conditions of carriage contained in the agreement shall apply *mutatis mutandis* to the sub-contractors and/or agents.
- 5.5 If any insurance claim for damages to or losses of any Goods (during transit or warehousing) is declined or rejected by the Company's insurers due to an act/omission of the Customer or any third party acting on its behalf or for its benefit, the Company will not be held liable to pay such amount or damages of abatement alternatively held liable for such rejection of any such claim.
- 5.6 Under no circumstances shall the Company be liable for any indirect, consequential, special- and/or punitive damages.



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- 5.7 The Company may exercise a lien over all such goods in its possession in respect of any overdue payments by the customer which lien shall only be capable of being relinquished by payment to the Company of the amount due and not through the furnishing of security. During the exercise of such lien, the Company shall bear no risk in respect of such goods.
- 5.8 If by agreement between the parties, the Company accepts liability such liability for damages to and/or losses of the goods will always be subject to the average/under-insurance principle and will never be more than the amount of credit granted to the Customer.

6. WAIVER AND INDEMNITIES

- 6.1 The Customer hereby indemnifies and undertakes to hold the Company harmless against all claims for damages/losses or whatever nature and extent (other than those in respect of which the Company has specifically assumed the risk of in terms of this agreement) instituted against the Company by any third party (including but not limited to claim by the customer's insurers whether by subrogation or otherwise) pursuant to the rendering of services.
- 6.2 The customer waives and abandons all and any claims against the Company other than those in respect of which the Company has specifically assumed the risk in terms of this agreement.
- 6.3 The Company does not render the services as a distributor as contemplated in the CPA and the customer hereby indemnifies including any legislative body, such claim or action being based on the Company being deemed 'distributor' of the goods.
- 6.4 All indemnities given by the customer herein are unconditional and Limitless.

7. WARRANTIES

- 7.1 The customer warrants that the signatory to any tax invoice, delivery note or other documentation of the Company made Out in the name of the Customer or consignee is duly authorized appearing on the application for credit to which the schedule 1 is deemed given and received 3(three) days after the date of posting and notices by fax or email shall be deemed to have been given and attached. All notices forwarded by prepaid registered post shall be received on the business day following the day of dispatch of such notice. The customer shall be entitled to changes such addresses from time to time provided that the new addresses shall always be a physical address and that such change shall only be reduced in writing and signed by both parties. Any indulgence granted by the Company to the Customer shall neither be deemed to bind the customer in relation to the contract and shall constitute prima facie proof of proper delivery of the goods.
- 7.2 The Company gives neither warranty, express or implied nor any representation regarding the services unless recorded thereof in writing herein be effective upon receipt of written notice by the Company.

8. BREACH AND DEFAULT

- 8.1 In the event of the customer's breach of any term hereof (*all of which shall be deemed to be material*), the Company shall be entitled to exercise such rights as it may have in law provided it has first called upon the customer to rectify such breach within 7 (seven) days from date of dispatch of such written demand, provided further that such written demand shall not be required in the event of the customer's default to make any payment on due date or at all.
- 8.2 In the event of any breach by the Customer, then in accordance with clause 8.1 above the Company shall, in addition to any other right it might have in terms hereof or common law, be entitled to approach a competent court to prevent the dissipation of any funds by the customer to protect the interests of the Company.
- 8.3 A certificate issued under the signature of any director or manager of the Company, whose authority, appointment and signature it shall not be necessary to prove, shall constitute prima facie proof of any indebtedness, delivery or non-payment, as the case may be. This certificate will also be applicable to the delivery of the goods in terms of a contract or to any payment in respect of a contract that has not been made. Such certificate shall be deemed to be a liquid document for purposes of summary judgement- and/or provisional sentence proceedings in any court of law.
- 8.4 The parties consent to the jurisdiction of the magistrates court in connection with any action that might be instituted arising from or relating to this agreement or any contract, provided that the Company may institute any action out of the high court. In the event of legal action being instituted against the customer, it shall be liable for the Company's costs on a scale as between attorney- and- own client.
- 8.5 Alternatively, the COMPANY shall have the right forthwith and without notice to repossess its GOODS and/or claim from the CUSTOMER immediate payment of any monies owing by the CUSTOMER (even if not then due for payment) and/or to cancel this contract/ credit facility under any of the following circumstances:-
- 8.5.1 if the CUSTOMER fails to pay any amount due to the COMPANY on due date thereof;
- 8.5.2 if the CUSTOMER fails to fulfil any of its obligations in terms of this contract;
- 8.5.3 if the CUSTOMER is placed under Debt Review in terms of the NCA or an Administration Order or is sequestrated, liquidated or, placed under Judicial Management, provisionally or finally, voluntarily or compulsorily;



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- 8.5.4 if the CUSTOMER commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy any judgment granted against it within SEVEN (7) days after the date the judgment has become final;
- 8.5.5 if the CUSTOMER disposes of any of its assets other than in the ordinary course of its business.
- 8.6 Any cancellation shall be without prejudice to any accrued claims against the CUSTOMER and claims which the COMPANY may have for damages arising out of such cancellation.

9. DOMICILIUM

- 9.1 The Customer chooses its *domicilium citandi et executandi* for all purposes in connection with and/or arising in terms hereof, including for the service of any notice and court process, the address and email as stated in the application form. The parties specifically agree that their respective email addresses may be used as their *domicilium citandi et executandi*.
- 9.2 The Company chooses its *domicilium citandi et executandi* for all purposes arising out of this Agreement the following address: **25 Musquite, Bougainvillia Estates, Montana, Pretoria, Gauteng together with email - admin@banzitransport.co.za and albrecht@banzitransport.co.za**.
- 9.3 A party may at any time change its *domicilium* but only by means of written notification and on condition that such new *domicilium* is a physical address where documentation can be served, should the Customer decide to serve by way of email and by way of physical address.

10. FORCE MAJEURE

- 10.1 Both parties shall be fully or partially waived of their contractual obligations when a case of FORCE MAJEURE occurs. FORCE MAJEURE shall be considered as all unforeseeable acts or event or even when these are foreseeable, which are inevitable, unsolvable or beyond the control of the parties and will include any pandemic announced by the president of South Africa.
- 10.2 Should an event arise that constitutes a case of FORCE MAJEURE the obligations affected shall be extended automatically for a term equal to the delay caused by the case of FORCE MAJEURE.
- 10.3 Any of the party invoking a case of FORCE MAJEURE must immediately after this arises, expressly notify the other party. That notification shall be completed with a report that shall contain all the circumstances related to the case of FORCE MAJEURE, within the seven (7) calendar days following its occurrence.
- 10.4 All cases of FORCE MAJEURE not notified in accordance with the conditions and forms aforementioned may not, under any circumstances be taken into account or claimed.
- 10.5 Under such circumstances, the party affected must take all the necessary means to resume, as soon as possible, normal execution of its obligations affected by the case of FORCE MAJEURE, as well as minimization the cost and damages.
- 10.6 Both parties shall bear the consequences to them of all kinds of FORCE MAJEURE and may not claim any kind of compensation from the other.
- 10.7 In the event of the FORCE MAJEURE persisting and being prolonged for a period exceeding three (3) months, both parties shall meet to examine the consequences of that FORCE MAJEURE. After a period exceeding six (6) further months, the parties will be automatically reciprocally released of their obligations.

11. DOCUMENTATION AND CONFIDENTIALITY

- 11.1 Unless where expressly required by statute, this agreement, its terms, and purport shall not be divulged to any third party. Both parties shall ensure that their servants, agents and/or employees comply with this clause.
- 11.2 All documentation, including photostat copies thereof, which on face value appears to have been compiled by the Company in the execution of any services in respect of which debits have been raised, shall be admissible in litigation between the parties and shall serve as *prima facie proof* of the contents thereof.

12. GENERAL

- 12.1 The exercise by the Company of any rights in terms of this agreement shall be *without prejudice* to any other rights that it may have in terms hereof or in law.
- 12.2 This Agreement shall be binding on the legal successors of the parties and shall be construed in accordance with the laws of the Republic of South Africa.
- 12.3 No amendment or variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the parties.
- 12.4 The parties agree that if any provision of this Agreement is in conflict with any law such provision shall be regarded as *pro non scripto* and of no force and effect, and shall be deemed to be separate and severable from the Agreement without in any way affecting the validity of the remaining provisions of the Agreement.



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- 12.5 No extensions of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.
- 12.6 The Company may cede, assign or transfer any of its rights or obligations under this Agreement without the Applicant's consent and without notice to it.
- 12.7 The termination of this agreement shall not affect any of the provision of this agreement and it is expressly agreed between the parties that they will operate after any such termination to give effect to the finalization of any transactions, orders or services.
- 12.8 The applicable laws to this agreement is the law of the republic of South Africa, and accordingly any dispute relating to this agreement, including any dispute about validity existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of the republic of South Africa.
- 12.9 The Customer (Applicant) herewith consents that at all times the company can contact and request information from any persons, credit bureau's or businesses, including those mentioned in the account application form in which these terms and conditions are contained and to obtain any information relevant to the customer credit assessment, including but not limited to, information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment. The Customer agrees that the Company will not be held liable for the *good faith* disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 12.10 The Customer acknowledges the Company's obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds the Company harmless against any claim of whatsoever nature instituted against the Company by a third party arising from action taken by the Company in discharging its obligations in terms of FICA.



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Postnet Suite 20
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0102

DEED OF SURETYSHIP IN FAVOUR OF BANZI TRADE 40CC T/A BANZI TRANSPORT

BY: _____

ID: _____
("the Surety")

OF: _____ ("the Surety's Address")

IN FAVOUR OF: ("the Company")

IN RESPECT OF: _____
("the Customer / Applicant")

For the amount: OPEN / _____

1. The Surety hereby binds itself as surety and co-principal debtor, jointly and severally with the Customer (meaning that both can be held liable, either jointly in equal shares, or separately for the whole amount) in favour of the Company, for the due fulfilment by the Customer of all its obligations to the Company of any nature and howsoever arising, whether already incurred or which may be incurred in the future, as a continuing suretyship, despite any change in or temporary extinction of such obligations.
2. The Surety renounces the benefit of being able to demand that the Company first proceed against the Customer (excussion), the benefit of being able to insist that the Surety is only liable for a portion of the debt where there is more than one surety (division), and the benefit of being able to demand that she/he be ceded the other sureties debts should the Surety make payment of the full debt (cession of action). (The effect of this clause being that the Surety may no longer require the above to occur before paying the debt owing to the Company.)

Surety's Initials

3. Without limiting the foregoing, the Surety agrees:

- 3.1 That all admissions and acknowledgements of liability by the Customer will be binding on the Surety. (The effect of this clause is that if the Customer makes any acknowledgment or admission, it will apply as if the Surety had made that acknowledgement or admission.)

Surety's Initials

- 3.2 That in the event of the Customer being liquidated or subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Company will prejudice the Company's rights to recover from the Surety the full amount owing by the Customer at the date of liquidation of the Customer.
 - 3.3 That this Suretyship is in addition and without prejudice to any securities held now or in the future by the Company, and will remain in full force and effect as a covering Suretyship for as long as any amounts whatsoever are owed by the Customer to the Company and despite the fact that the for certain periods nothing may be owing by the Customer to the Company.



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- 3.4 That no variation or cancellation of this Deed of Suretyship will be of any force or effect unless reduced to writing and signed by both the Surety and the Company.

Surety's Initials

- 3.5 That any indulgence or extension of time for payment granted by the Company to the Customer is without prejudice to any of the other rights of the Company, and that no indulgence or extension will in any way affect the Surety's liability. (The effect of this clause is that even if the Company grants an indulgence to the Customer or an extension of the payment, it does not have to grant that same indulgence or extension to the Surety and can claim from the Surety as if that indulgence or extension had not been granted to the Customer.)

Surety's Initials

- 3.6 To submit to the jurisdiction of the Magistrates' Court in terms of Section 45(1) of the Magistrates' Court Act 32 of 1944, despite the amount being claimed may exceeding the jurisdiction of such court; and further, despite this, the Company may, in its discretion, institute proceedings in any division of the High Court of South Africa.
- 3.7 That the address of the Surety as listed above is chosen as *domicilium citandi et executandi* for all purposes related to this Suretyship. (This being the address that the SURETY chooses for service of any notices or documents in terms of this Suretyship).
- 3.8 That in the event that any of the terms of this Suretyship are found to be invalid, unlawful or unenforceable, that such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 3.9 To be bound by all the Standard Terms and Conditions of the Company, as contained in the standard credit application of the company.

Surety's Initials

- 3.10 That should the Company cede its claim against the Customer to any third party, then this suretyship shall be deemed to have been given by the Surety to such cessionary/ies, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionary/ies were the Company.

4 By signing this Suretyship, the Surety hereby confirms that:

- 4.1 he/she has read and understood all the terms and clauses contained herein;
- 4.2 this Suretyship is complete in all respects;
- 4.3 that the witnesses are present;
- 4.4 he/she is capable of executing this Deed of Suretyship, having obtained the necessary consent and authority to do so.

(The effect of the above warranties is that the Surety agrees that the above statements are true and he/she will be treated as if this is the case. If at any stage they are found not to be true and correct the Surety will be in breach of this Suretyship and the Company will have a claim against it).



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THUS DONE AND SIGNED at _____ on this the _____ day of _____ 20____.

ID: _____

ID: _____

Cellphone: _____

Cellphone: _____

Full Names and Surname of Surety

Full Names and Surname of Witness

Signature: _____

Signature: _____

WRITTEN CONSENT OF SPOUSE (Married In Community of Property)



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CONSENT TO A CREDIT CHECK

We / I hereby grant Banzi Trade 40cc t/a Banzi Transport permission to conduct a credit check in respect of the following individual/s and legal entity: -

1. _____ (Identity / Registration Nr.: _____)
2. _____ (Identity / Registration Nr.: _____)
3. _____ (Identity / Registration Nr.: _____)
4. _____ (Identity / Registration Nr.: _____)

With any registered credit bureau/s in order to obtain consumer credit information relating to the aforesaid legal entity and/or the aforesaid individual including, but not limited to, the aforesaid legal entity's and/or the aforesaid individual's credit history, financial history and identity.

We/I hereby indemnify and hold Banzi Trade 40cc t/a Banzi Transport harmless against all and any claims whatsoever and howsoever arising as a result of the aforesaid credit check.

For and on Behalf of _____

Who warrants that he/she is duly authorised thereto.

Director / Member

Director / Member