

APPLICATION FOR CREDIT ACCOUNT

Application for certain credit facilities to be provided in terms of a credit agreement to be entered into between:

1. '**THE CREDITOR**' being **MONARCH TRAVEL GOODS (PTY) LTD** and all if its divisions and subsidiaries including Monarch Marketing and Maquin Marketing with:-

1.1. chosen *domicilium citandi et executandi* at 6 Falkirk road. Extension 12, Benoni, 1501;

1.2. Postal address at P. O. Box 1240, Benoni, 1501;

1.3. Telephone: +27 11 841-8800; Fax: +27 11 914-2329

1.4. E-mail address: Donald@monmark.co.za

And:

2. '**THE DEBTOR**' being _____ with:-

2.1. chosen *domicilium citandi et executandi* at _____
_____;

2.2. postal address at _____
_____; and

2.3. Telephone: _____; Fax: _____.

Pursuant to:

3. '**THE SIGNATORY**', whose particulars are set out hereinunder, hereby stating that he / she is duly authorised to represent the Debtor in this application and make the representations contained in this application. In particular the Signatory states that:-

3.1. He / she holds the following position with the Credit Receiver:

_____.

3.2. The following information about the Debtor is true and correct:

Registration Number: _____

VAT Number: _____

Registered Address: _____

Principal place of Business: _____

Directors: Name: _____

ID No: _____

Name: _____

ID No: _____

Name: _____

ID No: _____

Banking details: Bank: _____
Branch: _____
Branch Code: _____
Account Type: _____
Account No: _____

Auditors: _____

Nature of business: _____

3.3. **TYPE OF BUSINESS** (Tick one)

Public company (Pty) Ltd

Closed corporation Partnership

Sole Proprietor

3.4. The following trade references are provided on behalf of the Debtor:-

1. Name of reference: _____
Contact No: _____

2. Name of reference: _____
Contact No: _____

3. Name of reference: _____
Contact No: _____

4. The Debtor applies for a 30 (thirty) / 60 (sixty) days credit facility of:

R_____

(‘the Credit Facilities’).

Subject to the following TERMS AND CONDITIONS:

1. The Creditor agrees to provide credit to the Debtor in the amounts requested in terms of the Credit Facilities hereinabove, alternatively, in any other amount which it may see fit and notify the Debtor of upon acceptance of this application.
2. Credit terms are strictly 30 (thirty) / 60 (sixty) days from date of the statement at the *domicilium citandi et executandi* of the Debtor.
3. Confirmation of payment must be provided by the Debtor to the Creditor on or before close of business on the 30th (thirtieth) day (or close of business of the last business day preceding the 30th day if the 30th day does not fall on a business day) from date of the statement to the Debtor. It is understood by the parties that “business day” shall mean a day which is not a Saturday, Sunday or South African public holiday.
4. Should the Debtor fail to make payment on or before the time periods as set out hereabove:-
 - 4.1. all monies not paid within the 30 day limit as described hereinabove, will bear interest at a rate of 15.5%; *alternatively*
 - 4.2. the Creditor may, at its sole discretion, cancel this credit agreement and demand payment of all monies due to the Creditor by the Debtor, irrespective of when said debts were incurred and interest will accrue

on all outstanding debts at the rate of 15.5% interest to be calculated from date of breach of this agreement.

5. This application will become a binding agreement between the parties in the event of:-

5.1. The Creditor informing the Debtor thereof in writing; or

5.2. The Creditor making available goods, which shall include all legal forms of delivery (which forms the parties declare themselves to be acquainted with), to the Debtor and the Debtor accepting goods from the Creditor upon credit, irrespective of any variation between the credit amount applied for and the credit facilities granted.

6. In addition to the aforesaid the Debtor agrees that:-

6.1. a delivery note provided by the Creditor will be *prima facie* proof of delivery of the goods delivered in terms thereof and that the Debtor accepts the onus to disapprove the validity of the note and / or the information reflected therein and / or the authority and / or the signature of the person who signed it on behalf of the Debtor or for whom the Debtor might be liable in terms of this or any other agreement;

6.2. a statement of account provided by the Creditor will be *prima facie* proof of the Debtor's indebtedness and that the Debtor accepts the

onus to disapprove the validity of the statement of account and / or the information reflected therein.

7. The parties choose as their *domicilia citandi et executandi* their respective addresses set out hereinabove for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.
8. Any notice given in terms of this agreement shall be in writing and shall:-
 - 8.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 8.2. if transmitted by facsimile be deemed to have been received by the addressee on the first business day following the date of dispatch, unless the contrary is proved.
9. Notwithstanding anything to the contrary contained or implied in this credit agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.
10. No addition to or variation, consensual cancellation or novation of this credit agreement and no waiver of any right arising from this credit agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the Creditor and the Debtor.

11. No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this credit agreement, and no single or partial exercise of any right by any party under this credit agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this credit agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
12. This credit agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.
13. The creditor shall not be held liable for any loss of profit and be exempted from any direct, indirect or consequential damages or any special damages of any nature which the debtor may suffer as a result of any breach of the obligations under any contract, verbal, written, implied or otherwise due to any Act of God, riot or civil disturbance which precludes the creditor from fulfilling its contractual obligations.
14. Notwithstanding the delivery of goods to the debtor it is agreed that ownership thereof shall not pass until the creditor has received payment in full for the goods.

15. The debtor is to advise the creditor within 24 hours of delivery of any goods that may have been received in a damaged state or goods that may have been short received from any carrier or the creditor itself. Failure to advise the creditor of any such shortages or damages will absolve the creditor of any liability for such damages or shortages.
16. The creditor guarantees that all goods delivered are free of faulty materials and workmanship, save for goods that are sold as "Factory Seconds" or "Reject Goods".
17. Should the creditor instruct attorneys to collect any outstanding amounts owed by the creditor to the debtor, the debtor hereby agrees to pay all the creditor's legal costs on the scale between attorney and own client.
18. The creditor may in its sole discretion grant to the debtor settlement discounts, general rebates and advertising rebates in accordance with the schedule annexed hereto and initialed for identification purposes. Discounts and rebates shall only be granted provided the debtor makes payment timeously and in accordance with the credit terms granted by the creditor and provided a schedule is annexed hereto.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESSES:

1. _____

2. _____

APPLICANT