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CREDIT APPLICATION FOR CREDIT FACILITIES

GENERAL INFORMATION:

Registered Name of Applicant (in full):

Trading Name (if not as above):

Name in which the account will operate:

Previous Name of Business (if applicable):

Physical address:

Postal address:

Company Tell Number:

Company Email:

Company Fax Number:

Company Website:

OPERATIONS CONTACT DETAILS:

Contact Name:

Direct Tell Number:

Cellular Number:

Email Address:

FINANCE CONTACT DETAILS:

Contact Name:

Direct Tel Number:

Cellular Number:

Email Address:

Please mark which is applicable to the Applicant:

PUBLIC COMPANY:

CLOSED CORPORATION:

PRIVATE COMPANY:

PARTNERSHIP:

TRUST:

SOLE PROPRIETOR:

OTHER (please specify):

Date of Registration/Incorporation/Establishment:

Company/CC/Trust Registration Number:

VAT Registration Number:

Address of Auditors:

BBBEE Level (please attach copy of certificate):

Importers Code:

Name of Auditors:

Contact Person:

ALL BUSINESS IS CONDUCTED SUBJECT TO OUR GENERAL TRADING TERMS & CONDITIONS

DETAILS OF COMPANY DIRECTORS/PARTNERS/MEMBERS:

Name:	Name:
ID Number:	ID Number:
Email:	Email:
Physical Address:	Physical Address:

Name:	Name:
ID Number:	ID Number:
Email:	Email:
Physical Address:	Physical Address:

Please give details of any security currently given in respect of the Applicant's assets (Cession of book debts, Mortgage Bonds, Notarial Bonds, Personal guarantees etc):

Have any of the Applicant's Directors/Partners/Members/Beneficiaries of the Trust/Trustees been insolvent, registered for debt review, convicted of a criminal offence, or associated with any business failure?

Have there been any civil judgements against the Applicant in the past five years in any jurisdiction of the High Court or Magistrates Court in South Africa? If yes, please provide details.

Nature of Business

Name of Parent/Holding:

Company:

Name of Associated Companies:

BANKING DETAILS:

Account Name:

Bank:

Branch:

Account Number:

Branch Code:

Max Credit Limit Required per Month:

TRADE REFERENCES:

Company Name:

Company Name:

Contact Person:

Contact Person:

Contact Number:

Contact Number:

Company Name:

Company Name:

Contact Person:

Contact Person:

Contact Number:

Contact Number:

SETTLEMENT TERMS (PAYMENT TERMS) REQUIRED:

Deposit in advance (COD):

30 Days from statement date:

NATIONAL CREDIT ACT 34 OF 2005 - SECTION 4:

The Applicant hereby confirms its asset value or annual turnover as on date of signature of this application by the Applicant (indicate which option is applicable):

☐ Equals or exceeds R 3,000,000.00 (Three Million Rand)☐ Does not equal or exceed R 3,000,000.00 (Three Million Rand)**PLEASE ATTACH THE FOLLOWING DOCUMENTS TO YOUR APPLICATION:**☐ Applicant's Registration Certificate or Letter of Authority.☐ Tax Clearance Certificate.☐ Valid GIT.☐ BBBEE Certificate.☐ VAT Registration Certificate.☐ Company Letterhead.☐ Certified copies of Directors ID's.☐ Bank stamped letter not older than 3 months confirming banking details or cancelled cheque.☐ Proof of Applicant's physical address.☐ Resolution by the Directors/Members/Trustees of the Applicant authorizing designated signatory to sign this.☐ Application for Credit Facilities on behalf of the Applicant.

DECLARATION BY THE APPLICANT:

The Applicant acknowledges that the information provided above will be relied upon by EZK Transport (PTY) Ltd. (Registration number 2017/466622/07 trading under the name and style of EZK Transport (PTY) Ltd to determine whether or not to open a credit account for the Applicant. The Applicant confirms that every item of information given is material for the aforesaid purpose and warrants that all answers are true and correct. Should there be any material charges to the above application, the Applicant undertakes to notify the Company in writing forthwith of the full details of such changes.

The Applicant confirms that the Company may use a credit bureau to conduct a credit check on the Applicant. The Applicant agrees that it has received and will be bound by the Company's Standard Trading Terms and Conditions, in all business between the Company and the Applicant, whether gratuitous, on cash terms or on credit. It is mutually agreed that any action arising out of or in connection with this agreement may be instituted in any Magistrates Court having jurisdiction, even though the value of the claim may exceed the jurisdiction of that Court.

The Applicant acknowledges and confirms that NO goods in transit insurance or any other forms of marine insurance will be effected by the Company for the carriage of such goods unless insurance coverage has been specifically requested in writing by the Applicant, AND such a request has been agreed to by the company in writing prior to shipment movement. Unless specifically agreed otherwise by the Company, all disbursements made by the Company on behalf of the Applicant as well as all fees charged to the Applicant by the Company, are payable on presentation of the account without deduction or set off.

No amount due to the Company may be retained or withheld by reason of any claim or counterclaim.

The Company shall have a lien over all goods and documents in its possession as security for all monies owing by the Applicant to the Company.

The credit limit specified above may be increased from time to time without limiting the Company's right to recover any outstanding amounts.

The Company has the right, at any time, to discontinue any account and summarily to cancel any credit facilities granted, without having to provide any reasons. In the event of these rights being exercised the amount/s owing shall immediately become due and payable on demand.

The undersigned warrants that he/she is duly authorised to do so on behalf of the Applicant and certifies that the information supplied in terms of this document is correct.

Thus dated and signed on this _____ day of _____ in the year _____

Applicant:

Name in full: _____

Signature: _____

Designation: _____

EZK TRANSPORT (PTY) LTD PROPRIETARY LIMITED TERMS & CONDITIONS OF TRADE:

1. Acceptance

The contract between the Creditor and the Applicant is subject to the terms & conditions herein. All contracts, agreements quotations, offers or confirmation of orders are to supplement these terms and conditions and are not to be construed as a waiver of any of these terms and conditions.

Any order or quote pursuant hereto shall be subject to the conditions stated herein unless specifically varied in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Applicant's documentation as may be in conflict herewith. Should the Applicant in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Applicant, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by the Creditor in writing with specific reference to the Applicant's contrary documentation.

2. Definitions

In these Terms and Conditions, the following words and/or phrases and/or expressions, shall bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings: -

"Transporter" shall mean the entity contracted by the Creditor, in its capacity as agent for and on behalf of the Applicant, to convey and/or handle and/or store goods on behalf of, and/or at the special instance and request of, the Applicant;

"handle" shall mean the goods being warehoused, held, controlled, loaded or unloaded, carried, conveyed, stored or otherwise possessed or dealt with by the Transporter and/or Creditor for any purpose whatsoever;

"goods" shall mean moveable goods constituting a cargo and/or consignment and/or shipment and/or load and/or freight in respect of which the Applicant contracts with the Creditor subject to these Terms and Conditions and forming the subject matter of same, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk;

"Dangerous goods" shall mean dangerous, corrosive, noxious, hazardous, inflammable or explosive goods or any goods which are likely to cause damage, including those classified as such by Spoornet, the Marine Division of the Department of Transport, or which are considered by the Creditor to be Dangerous.

3. Payment

Unless specifically agreed to the contrary in writing, payment is to be made by the Applicant, without deduction or set off, to the Creditor within Thirty (30) days from the date of the Creditor's statement, at the Creditor's physical address or postal address or into the Creditor's Bank Account as advised by the Creditor in writing from time to time.

Credit facilities may be withdrawn by the Creditor at any time without prior notice and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times.

EZK TRANSPORT (PTY) LTD PROPRIETARY LIMITED TERMS & CONDITIONS OF TRADE:

If payment is not made to the Creditor within Thirty (30) days from date of the Creditor's statement and no prior arrangements has been made with the Creditor, the Creditor shall charge interest on all amounts due for more than Thirty (30) days at a rate equal to the prime lending rate of the Creditor's bankers, plus 2% (Two Percent), capitalized monthly in arrears until date of final settlement.

The Creditor shall have the right to appropriate all moneys received in its sole discretion in respect of any undisputed indebtedness owing by the Applicant to the Creditor, notwithstanding that the Applicant might seek to appropriate payment to any particular debt or portion of a debt.

Should the Applicant owe any amounts whatsoever to the Creditor, the Creditor shall have an irrevocable right to apply set-off, should the Applicant owe any amounts to the Creditor at any given time.

4. Disclaimers and Indemnities

The Creditor contracts with the Applicant in its capacity as the Applicant's agent (whether disclosure is made of the Applicant's status as Principal or otherwise) and the Creditor shall bear no responsibility or liability to the Applicant for any act or omission on the part of the Transporter, its employees or agents, notwithstanding that the Creditor may be ultimately responsible for the Transporter's charges.

The goods shall be carried at the sole risk of the Applicant. The Applicant hereby exempts the Creditor and/or the Transporter from and indemnifies the Creditor and/or the Transporter against all liability of whatsoever nature, arising directly or indirectly from the handling of the goods, including without limitation any claim by a third party owner of the goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the goods, damage to the goods, the failure to collect or deliver the goods timeously, adequately or at all, or from or to the correct address, damages to person or property, loss of life or limb, damages pursuant to strikes, differences with workmen, breakdowns of machinery, failure of usual sources of supply of materials, stock shortages, government actions, state of war, riot, civil disturbances, acts of God or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the Creditor and/or the Transporter, their servants, agents or employees, or otherwise.

The Applicant indemnifies the Creditor against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars in relation to goods handled (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence);

The Applicant hereby indemnifies and holds the Creditor harmless against any claims and/or damages which the Creditor may suffer by virtue of the Applicant's breach of any warranty given in terms of clause 5 hereunder.

The Creditor shall not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority to the Transporter, but any extra costs incurred by the Creditor as a result of compliance with any such instructions shall be added to its charges.

If any permit, consent or approval to handle goods is required under any law, by-law or regulation, none of the Creditor's and/or Transporter's obligations or duties shall take effect unless and until it obtains the relevant permit, consent or approval. The Applicant shall provide all assistance and information required by the Creditor for the purpose of applying for or obtaining any such permit, consent or approval.

EZK TRANSPORT (PTY) LTD PROPRIETARY LIMITED TERMS & CONDITIONS OF TRADE:

5. Insurance

The Applicant acknowledges and accepts that it shall bear the sole responsibility to obtain insurance coverage for all and any risks to which the goods may be exposed pursuant to these Terms and Conditions.

The Creditor shall, only if requested to do so in writing by the Applicant, procure insurance on any goods handled in terms these Terms and Conditions, at the sole cost of the Applicant. Any such insurance procured by the Creditor shall be subject to the usual exceptions and conditions of the policies of the insurer or underwriter assuming the risk. The Creditor shall not be under any obligation to affect a separate insurance on each consignment of goods but may declare it on any open or general policy. Should the insurer dispute liability for any reason, the Applicant shall have recourse against the insurer only and the Creditor shall not be under any liability in relation thereto. The Applicant shall be entitled to require the Creditor to cede any rights which the Creditor may have against the insurer but shall have no other claim against the Creditor in respect thereof. The Applicant shall not be entitled to withhold payment from the Creditor in respect services rendered relating to goods subject to an insurance claim' for any reason whatsoever.

Notwithstanding anything to the contrary herein contained:

- The Applicant shall immediately advise the Creditor of any loss or damage and confirm within writing within 7 days after delivery.
- The Creditor and/or Transporter will not be responsible for shortages, damage of inner contents of packages or within bundles or damage to seals.
- The Creditor and/or Transporter will not be responsible for shortages of items if signed "Quantity not checked";
- The Creditor will not be responsible for any claims arising from non-disclosure of material facts pertaining to the goods being transported.

6. Applicant's Warranties

The Applicant warrants:

that, unless the Applicant instructs the Creditor in writing to undertake or procure the packaging and preparation of goods and the Creditor accepts such instructions in writing, same are/will be properly and sufficiently packed and/or prepared by the Applicant or owner of the goods, for handling the accuracy of all descriptions, values and other particulars furnished to the Creditor for customs, railage and other purposes;

that the handling of the goods will not violate or infringe any Act, regulation or law and that all necessary consents and statutory permits for handling of the goods have been duly granted and remain in place;

that the goods are the Applicant's sole property, alternatively, the Applicant is authorized by the person owning the goods to enter into this contract subject to these terms and conditions, and the Applicant hereby indemnifies the Creditor against any claim of any nature made by the owner;

unless otherwise agreed in writing, that all goods to be handled are fit to be so dealt with in the ordinary manner and are not Dangerous goods or any goods which are likely to cause damage.

7. Creditor's Remedies

The Applicant agrees and acknowledges that, in the event of:-
the Applicant breaching any term, condition and/or warranty contained herein;
the Applicant suffering any civil judgement to be taken or entered against it; in
and the Applicant causing a notice of surrender of its estate to be published in terms of the Insolvency Act No.24 of 1936, as amended;
the Applicant, if a natural person, dying;
the Applicant's estate being placed under any order of provisional or final sequestration, provisional or final winding up, business rescue or provisional or final judicial management, as the case may be;
then and in that event the Creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the handling of any goods for the Applicant, without notice to the Applicant, or to claim specific performance of all the Applicant's obligations whether or not such obligations would otherwise have fall due for performance, in either event without prejudice to the Creditor's rights to claim damages

8. Quotations

Quotations rendered by the Creditor shall be valid and open for acceptance by the Applicant for a period of 30 (thirty) days from the date of delivery thereof and if not accepted within such period, shall lapse.
Quotations are valid only for the exact route and destination specified therein.
Quotations are based on information supplied by the Applicant and any variance therefrom once the Creditor has undertaken to perform in terms of such quotes shall entitle the Creditor, in its sole discretion, either to adjust the quote to take into account any variance, or to cancel the contract or to suspend performance without incurring any liability and the Creditor reserves the right to claim from the Applicant any damages incurred as result of such variance in information supplied by the Applicant.

If, for any reason beyond the Creditor's control, there is an increase in the Creditor's and/or Transporter's costs after the date of the quotation, such increase shall be for the Applicant's account. Such reasons shall include, but not be limited to, stoppages or delays due to traffic, road works, municipal regulations or non-production of necessary licenses, permits or customs forms, strikes, and differences with workmen, breakdowns of machinery, failure of usual source of supply of materials, lack of instructions from the Applicant, stock shortages, government actions, state of war, riot, civil disturbances, acts of God or any other contingencies whatsoever beyond the control of the Creditor.

9. Loading and Off-loading

Where the Applicant is not the consignor and/or consignee, the consignor and/or consignee, as the case may be, in addition to their servants and agents, shall be deemed to be the agents of the Applicant, duly authorized to act on the Applicant's behalf.

The Applicant shall deliver the goods onto the vehicle nominated by the Creditor and shall take delivery of the goods therefrom and shall be fully responsible for the loading and off-loading thereof. The Creditor's and/or Transporter's servants may assist therewith where such assistance is customary and practicable, but such assistance shall be rendered at the sole risk of the Applicant without the Creditor being liable for any loss or damage arising therefrom.

EZK TRANSPORT (PTY) LTD PROPRIETARY LIMITED TERMS & CONDITIONS OF TRADE:

The Applicant undertakes, at its sole cost and expense:

To provide safe and adequate labour and equipment for loading and off-loading; safe, convenient and adequate loading and off-loading points and access to and from such points.

To ensure that loading and off-loading will be possible at the agreed points during such hours and days as the parties have agreed.

That if any goods require special equipment for loading and off-loading, such equipment will be available at the point of collection and/or delivery.

That the goods will be sufficiently packed and prepared for carriage;

To sign such certificates and receipts on loading and off-loading as the Creditor and/or Transporter may require;

To provide clear and precise delivery and off-loading instructions.

After completion of loading, to verify the correctness of all the details contained in the Applicant's delivery documents.

When off-loading is completed, to inspect the vehicle/vehicles to verify that the complete consignment has been off-loaded.

To ensure prior to the goods being off-loaded that they are the precise goods which have been contracted to be off-loaded, that same are off-loaded at the correct place and that immediately after off-loading the goods comprise the correct quantities and are in good order and condition.

To ensure that all documentation necessary in connection with the goods and the transportation thereof shall be fully and correctly prepared and available;

If the Applicant fails to comply with the provisions of paragraph 9.3 above and such failure results in delays or damages, the Applicant shall be liable for such damages or any additional costs incurred by the Creditor and/or Transporter.

Should the Applicant (or owner of the goods) conduct any packing or other operation or activity in any area or premises provided by the Creditor and/or Transporter, it shall do so at its own risk, and the Applicant indemnifies the Creditor and/or Transporter against all claims or losses arising out of the presence of the Applicant (or owner of the goods) in such area or premises.

10. Condition of Goods

The onus of proving the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any container at the time of delivery to the Transporter for handling shall at all times remain with the Applicant and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the Applicant and/or Transporter to the consignor and/or Applicant of such goods shall constitute proof of such quantity, type, physical properties, composition and condition, save to the extent that any specific record in relation thereto may have been made thereon by the Creditor and/or Transporter.

Perishable Goods which are not taken up immediately upon arrival at their destination or which are insufficiently marked or otherwise not identifiable may be disposed of without notice to the Customer, and the payment or tender to the Customer of the net proceeds of any disposition (after deduction of all charges incurred by the Carrier) shall be equivalent to delivery.

Demurrage or storage charges paid by the Creditor and/or the Transporter shall be refunded by the Applicant on demand.

EZK TRANSPORT (PTY) LTD PROPRIETARY LIMITED TERMS & CONDITIONS OF TRADE:

The Applicant hereby appoints the Creditor and/or the Transporter irrevocably and in rem suam as its agent in its place and stead to contract for storage of such goods upon such terms and conditions as the Creditor and/or Transporter may, in its discretion, elect and without any liability attaching to the Creditor and/or Transporter for attending to such storage.

11. Failure to take Delivery

Should the Applicant fail to take delivery of the whole or any part of the consignment of goods at the agreed off-loading point or at the agreed off-loading point time for any reason whatsoever or if it is not possible or practicable due to factors beyond the control of the Creditor or Transporter, to offload the goods within twelve (12) hours after arrival at such offloading point and should not acceptable alternative delivery instruction be received from the Applicant, the Creditor shall be entitled to store or abandon the goods, at its sole discretion. In such event the Applicant shall be liable for any additional costs incurred, including, but not limited to demurrage and storage charges.

Demurrage or storage charges paid by the Creditor and/or the Transporter shall be refunded by the Applicant on demand.

The Applicant hereby appoints the Creditor and/or the Transporter irrevocably and in rem suam as its agent in its place and stead to contract for storage of such goods upon such terms and conditions as the Creditor and/or Transporter may, in its discretion, elect and without any liability attaching to the Creditor and/or Transporter for attending to such storage.

12. Dangerous Goods

The Creditor is not obliged to contract for the handling of Dangerous goods on behalf of the Applicant. If, however, the Creditor agrees to handling of Dangerous goods, the Applicant undertakes to:
disclose the nature and properties of such goods to the Creditor;
give the Creditor special detailed instructions prior to the loading of the goods to enable the Creditor to arrange sufficient safety measures; and comply with all the regulations governing the loading, offloading, storage, handling and carriage of such goods.

In the event of the Applicant failing to disclose the Dangerous nature of any goods, or in the event of the goods becoming a danger to persons or property, whether the Dangerous nature thereof has been disclosed or not, the Creditor shall be entitled to:

Immediately, and without prior notice to the Applicant discharge or dispose of any such goods in any manner and the Creditor and/or Transporter shall not be liable for any loss or damage arising from such discharge or disposal.

Recover the freight in respect of any such carriage and any expenses incurred as a result of discharge or disposal of such goods, from the Applicant notwithstanding the non-delivery of such goods.

The Applicant shall be liable for all loss and/or damage suffered by the Creditor and/or Transporter or any other persons whatsoever caused by Dangerous goods, whether the Dangerous nature thereof has been disclosed or not and hereby indemnifies the Creditor and/or Transporter against any and all claims by any and all persons whatsoever arising from such loss and/or damage.

13. Legal Action

Applicant consents and submits to the jurisdiction of any Magistrate's Court having jurisdiction over the Applicant, notwithstanding that such claim may otherwise exceed the jurisdiction of the Magistrate's Court or such claim may be recovered in the High Court in respect of any claim instituted which arises out of these Terms and Conditions.

In the event of the Creditor instructing its attorneys to recover any amounts due and payable by the Applicant, the latter will be liable for all such costs on the scale as between Attorney and Client, inclusive of tracing fees, collection commission and the like.

14. Notices:

The Applicant and the Surety nominate the physical address appearing opposite their names on the first page of this application, as their respective domicilium citandi et executandi for the purposes of service of all legal process pursuant to these Terms and Conditions.

15. Certificate of Indebtedness:

A certificate signed by the Financial Manager of the Creditor (whose appointment as such need not be proved) shall be prima facie proof of the amount due and payable by the Applicant to the Creditor and/or Transporter.

16. Change of Ownership:

The Applicant agrees to notify the Creditor in writing within 10 (ten) days of any change in ownership of its business and if the Applicant is a company or close corporation, of any share transaction where shares or members interest in excess of 25% of the issued share capital of the company or the membership interest in the Close Corporation, changes hands.

17. Credit Bureau:

The Applicant consents to the Creditor using the services of any credit information bureau and to any such credit information bureau making its service available to the Creditor including but not limited to the disclosure and verification of any credit information concerning the Applicant.

18. Indulgence:

No indulgence, latitude or extension of time or the like, granted by the Creditor to the Applicant shall constitute a waiver or novation of any of the Creditors rights or the Applicant's obligations in terms hereof.

19. Severability:

If it is held that any paragraph or part of any paragraph of these terms and conditions is unenforceable, invalid or contrary to the law, then such paragraph or part thereof shall be severable from the remaining terms and conditions which shall remain in full force and effect.

EZK TRANSPORT (PTY) LTD PROPRIETARY LIMITED TERMS & CONDITIONS OF TRADE:

20. Governing Law:

This agreement is governed by and interpreted in accordance with the laws of the Republic of South Africa.

21. Suretyship

The signatory hereto binds himself as surety and co-principal debtor in solidum with the Applicant in favor of the Creditor for the due payment of all amounts which may at any time be payable by the Applicant to the Creditor from any cause of action whatsoever.

The signatory hereto further waives the benefits of excussion and division and of the legal exceptions non numeratae pecuniae and non causa debiti and acknowledges himself to be fully acquainted with the meanings of these terms. These Terms and Conditions of Trade shall apply mutatis mutandis to this suretyship. Any admission made by the Applicant as to the fact that it is indebted to the Creditor or as to the amount of any such indebtedness to the Creditor shall be binding upon the Surety.

Surety:

Name in full: _____

Signature: _____

Designation: _____

The undersigned warrants that he/she is duly authorised to do so on behalf of the Applicant and certifies that the standard terms & conditions of EZK Transport (PTY) Ltd has been approved by the Applicant.

Name in full: _____

Signature: _____

Designation: _____

Witness:

Name in full: _____

Signature: _____

Designation: _____

Company Stamp:

POPI CONSENT:

By agreeing to the terms of this credit application and by signing this document, I expressly consent to the processing of my information to be processed for the credit checks and business use.

Thus dated and signed on this _____ day of _____ in the year _____

Authorised by:

Name in full: _____

Signature: _____

ID Number: _____

Witnessed by:

Name in full: _____

Signature: _____

ID Number: _____