



Multi Metal Engineering CC
P. O. Box 25731
East Rand
1462

1 Shorten Road
Nuffield
Springs

Tel: (011) 363-3339
Fax: (011) 363-2871
Cell: 076 833 7711

www.multimetalengineering.co.za

CK 99/046035/23

VAT Reg No: 4480223769

CREDIT APPLICATION



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APPLICATION FOR NEW ACCOUNT

PLEASE COMPLETE IN BLOCK LETTERS. WRITE IN BLACK PEN

FULL NAME OF APPLICANT _____

POSTAL ADDRESS _____

DELIVERY ADDRESS _____

BUSINESS PARTICULARS:

SOLE OWNER ____ PARTNERSHIP ____ (PTY) LTD ____ CC ____ LTD ____

HOLDING COMPANY _____

YEAR COMMENCED BUSINESS _____

NATURE OF BUSINESS _____

NAME AND TEL OF AUDITORS _____

AMOUNT OF CREDIT REQUIRED _____

BANKERS: _____

BRANCH _____

ACCOUNT NUMBER: _____



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VAT REGISTRATION NUMBER _____

COMPANY REG NUMBER _____

FULL NAME AND ADDRESS OF OWNER / PARTNER/DIRECTOR/MEMBERS

1. _____

2. _____

3. _____

4. _____

TRADE REFERENCES:

1. NAME: _____
TELEPHONE NUMBER: _____
2. NAME _____
TELEPHONE NUMBER _____
3. NAME _____
TELEPHONE NUMBER _____
4. NAME _____
TELEPHONE NUMBER _____

SIGNED as follows:

Thus signed and dated at _____ on this _____ day of _____ 20_____.



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STANDARD TERMS AND CONDITIONS OF SALE

I, the applicant, or its duly authorised agent, do hereby apply for credit facilities with MULTI METAL ENGINEERING cc (hereinafter referred to as the "Creditor") and in consideration thereof I record that I agree to the following conditions to be binding on the Applicant.

1. TERMS

30 (thirty) days from date of statement less 2,5% settlement discount

2. INTEREST

All overdue accounts shall bear interest at the rate of 2% per month reckoned monthly in advance on outstanding balance from due date to date of payment.

3. OWNERSHIP

Ownership in the goods shall remain vested in the Creditor until paid for.

4. LEGAL EXPENSES

In the event of the Applicant failing to pay on or before due date in respect of goods purchased, and the Creditor incurring legal expenses in connection therewith, the Creditor shall be entitled to recover the amount of legal expenses, including attorney/client expenses and collection commission.

5. INDULGENCE

Any relaxation or indulgence which the Creditor may show to the Applicant shall not in any way prejudice its rights to institute any action against the Applicant and more particularly no act of the Creditor in accepting payment after due date or in accepting a lesser sum than the amount due and payable shall be construed as a waiver by the Creditor of its rights to proceed forthwith against the Applicant for the full outstanding balance.

6. APPROPRIATION OF MONIES

The Creditor shall be entitled to its sole and absolute discretion to appropriate any amounts received from the Applicant towards the payment of any cause of debt or amount owing by the Applicant to the Creditor whatsoever.

7. JURISDICTION

The applicant consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944 as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. Notwithstanding the foregoing, the Creditor shall have the right, at the Creditor's sole option and discretion to institute proceedings in any other competent court which may otherwise have jurisdiction.

8. CERTIFICATE

A certificate signed by any director of the Creditor showing the amount due and owing by the Applicant shall be sufficient proof of the facts therein stated for the purposes of all legal proceedings against the Applicant for the recovery of the said amount and it shall rest with the Applicant to prove that such amount is not owing and/or due.



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DEED OF SURETYSHIP

I, the undersigned do hereby interpose and bind myself jointly and severally and in solidum as surety for and co-principal debtor with:

(hereinafter referred to as the DEBTOR) for the repayment on demand of all sums of money which the DEBTOR may now or from time hereafter owe to:

MULTI METAL ENGINEERING cc

(hereinafter referred to as the CREDITOR) or to the successor in title or assigns of the CREDITOR, arising from any cause of indebtedness whatsoever and whether now existent or which may come into existence in the future.

I further agree that:

1. All admissions of any nature and acknowledgements of indebtedness made by the DEBTOR shall be binding on me.
2. The CREDITOR shall be at liberty, without affecting his rights hereunder, to realise securities and to give or to compound or make other arrangements with the DEBTOR or with me.
3. In the event of liquidation, insolvency or compromise, no dividends or payment which the CREDITOR may receive from the DEBTOR or from any trustee or liquidator or other legal representative of the DEBTOR or from me shall prejudice the right of the CREDITOR to recover from me to the full extent of this surety any sum, which after the receipt of such dividends or payment may still remain owing.
4. On the solvency of the DEBTOR, the CREDITOR shall be entitled notwithstanding any payment received hereunder, to prove against the estate of the DEBTOR for the full amount of the indebtedness as at the date of insolvency.
5. Any leniency or extension of time that may be granted to me shall not be construed as a waiver of any of the rights of the CREDITOR against me.
6. This suretyship shall remain in force and be binding on me notwithstanding that it may on any ground in whole or part not be binding or cease to be binding to the DEBTOR.
7. I renounce the benefits of excussion and division de doubus vel pluribus reis debendi, cession of accounts, errore calculi, non numeratae pecuniae, with the force of meaning whereof I am fully acquainted.
8. This suretyship shall apply to cover and secure the CREDITOR and the respective successors in title, order or assigns or the CREDITOR.
9. I hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant of Section 45 of the Magistrate's Court Act of 1944, as amended. Notwithstanding the foregoing, the CREDITOR shall have the right, at the CREDITOR's sole option and discretion, to institute proceedings in any competent Court which might otherwise have jurisdiction.
10. I choose domicilium citandit at executandi at:



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SIGNED BY THE SURETY as follows:

Thus signed and dated at _____ on this _____ day of _____ 20_____.

WITNESS

WITNESS

PRINT NAME

PRINT NAME