APPLICATION FOR CREDIT

INCLUDING A DEED OF SURETYSHIP AND A CESSION OF CLAIMS

between

CRETEMIX MIXED CONCRETE (PTY) LTD

("Company")

Company Registration Number	2013/053051/07
VAT Number	4400220929
Trading As	Cretemix Mixed Concrete
Physical Address	4 Foundry Lane, New Germany, 3610
Postal Address	P O Box 1375, Pinetown, 3600
Telephone Number	031 701 1727
Mobile Number	083 981 1423
Accounts Contact	Leanne Connolly
Email Address	accounts@cretemix.co.za

and

_____

("Customer")

Company Registration Number	
VAT Number	
Trading As	
Physical Address	
Postal Address	
Telephone Number	
Mobile Number	
Accounts Contact	
Email Address	

Initials

SECTION A: APPLICATION FOR CREDIT

In this Application for Credit form, Cretemix Mixed Concrete (Pty) Ltd shall be referred to as the "Company" and the entity applying for credit shall be referred to as the "Customer". This Application for Credit, including the Deed of Suretyship, Deed of Cession (hereafter referred to as the "Credit Agreement"), the Terms and Conditions of Sale and any other documentation which may be required, form the contract between the Company and the Customer. Please ensure that you answer the questions honestly and correctly and that you understand the content hereof and submit the required documents.

PLEASE INDICATE HOW YOUR BUSINESS IS INCORPORATED:

SOLE PROPRIETOR	PUBLIC COMPANY	(PTY) LIMITED	PARTNERSHIP	CLOSED CORP	TRUST	SOE

Nature of Business		**Date Trading Commenced**	

Auditors/Accountants		**Telephone No.**	

Latest Customer Financial Statements available?	YES	NO	**Is the ANNUAL TURNOVER and/or ASSET VALUE IN EXCESS of R2 MILLION?**	YES	NO

Full Names of Owners / Directors / Partners / Members / Trustees	**ID Number**	**Residential address (Physical address)**	**Telephone / Mobile No.**

DETAILS OF PROPERTY OWNED BY COMPANY / CC / PARTNERS / PROPRIETOR AND DIRECTORS:

Address	**Estimated Value**	**Bond Holder**	**Bond Amount**	**In Whose Name is the Property Registered**

Has the Company/CC/Partnership issued/signed any Guarantees in favour of other Suppliers?	YES	NO
If YES, please specify		
Have the Directors/Partners/Members issued/signed any Guarantees in favour of other Suppliers?	YES	NO
If YES, please specify		
Have the Directors/Partners/Members signed any personal Suretyships in favour of any Suppliers?	YES	NO
If YES, please specify		
Have the Directors/Partners/Members ever been Directors/Shareholders/Members of a business that's gone into liquidation?	YES	NO
If YES, please specify		
Have your book debts been ceded?	YES	NO

Initials

If YES, please specify	

BANKING DETAILS

Bank Name		**Branch Name**		**Branch Code**	
Account Type		**Account Number**			

TRADE REFERENCES:

Supplier Name	Credit Limit	Telephone No.	Years with Supplier

TERMS REQUIRED

	7 Days from Date of Statement		15 Days from Date of Statement		30 Days from Date of Statement

Anticipated Monthly Purchases	R	Credit Limit Required	R

PLEASE INDICATE WHICH METHOD OF SURETY YOU ARE PREPARED TO PROVIDE TO SECURE THE CREDIT LIMIT YOU ARE APPLYING FOR

	Deed of Suretyship where fixed property is recorded in either individual or trading capacity (cross guarantee)
	Bank guarantee
	Payment guarantee issued by a third party, e.g. a holding company, fellow subsidiary, family member, etc
	Collateral bond registered in our name
	Notarial bond registered in our name against moveable property
	Cession/letter of undertaking from developer/financial institution
	None of the above

DOCUMENTS TO BE SUBMITTED TOGETHER WITH THE APPLICATION FOR CREDIT

	Copy of the most recent Audited Annual Financial Statements and/or set of accounts (if the credit limit required is R250 000 or more)
	Certified copies of ID documents for all signatories on this Agreement and Directors of the Company
	Company resolution, signed by the Directors, authorising the person signing this Agreement if they are not the Owner / Director / Partner / Member
	CK/CM Documents
	VAT Certificate
	BEE Certificate
	Tax Clearance Certificate
	Cancelled Cheque or proof of banking details
	Copy of a Purchase Order

Initials

I/We, the undersigned, in my/our capacity as _____ for the Customer and in my/our personal capacity hereby warrant and agree:

1. That I/we am duly authorised by the Customer to sign this Credit Agreement (Sections A and B) on its behalf and that the above information is true, correct and complete in all respects.
2. To notify the Company, in writing expeditiously, of any change to the information supplied for purposes of this application.
3. That I/we agree to the Terms and Conditions as set out in both the Credit Application (Sections A and B) and the Terms and Conditions of Sale and consent to the processing of personal information as set out in the Privacy Policy, which I have reviewed and accepted, which shall be binding upon the Customer in respect of all transactions and dealings between the Customer and the Company.
4. That the Customer will continue to be bound by the terms of this Credit Agreement and the Terms and Conditions of Sale, even if the Company allows it to exceed the maximum credit applied for, in terms of this credit application;
5. That the Company may make any enquiries that it deems necessary, and use the services and records of a registered credit bureau and other suppliers, for information required in the original and future assessment of credit facilities. I/We agree that the Company may disclose information regarding the Customer's credit worthiness and conduct of the account to any registered credit bureau and other suppliers in the industry.
6. That the physical address on the cover page of this Credit Agreement will be used as the *domicilium citandi et executandi* of the Customer for the service of any legal process in relation to any matter arising out of this Credit Agreement.
7. I/We do hereby acknowledge and agree that by my/our signature hereto I/we bind myself/ourselves, in my/our personal capacity(ies), in accordance with Clause 1 below, as surety and co-principal buyer(s) *in solidum* with the Customer, in favour of the Company, for the due and proper payment by the Customer of all amounts which may now, or at any time hereafter, become payable by the Customer to the Company.

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____

_____

THE CUSTOMER

Name: _____

I acknowledge that I am duly authorised to sign this Agreement and that the information contained herein is accurate and complete in all respects at date of signature

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

1. Signature: _____
   Name: _____

2 Signature: _____
   Name: _____

Initials

SECTION B: DEED OF SURETYSHIP AND DEED OF CESSION

The terms and conditions set out hereunder are in addition to Section A above and the Terms and Conditions of Sale as set out separately in Section C and are available on our website (www.cretemix.co.za) or on request.

1. DEED OF SURETYSHIP, CO-PRINCIPAL DEBTORSHIP AND GUARANTEE

I/ We, the undersigned (Co-Principal Debtor/s), in terms of this Deed of Suretyship, Co-Principal Debtorship and Guarantee, hereafter referred to as "Deed of Surety",

Full Names	ID Number	Residential Address (Physical Address)	**Marital Status** *(Delete whichever is not applicable)*
			Unmarried / Married In / Out of Community of Property
			Unmarried / Married In / Out of Community of Property
			Unmarried / Married In / Out of Community of Property

do hereby bind myself/ourselves jointly and severally to Cretemix Mixed Concrete (Pty) Ltd ("the Company") and its successors in title, as surety for and co-principal debtor with:

Registered Company Name	
Company Registration Number	

(hereafter referred to as the "Customer") – for the due and punctual payment and performance by the debtor of all debts and obligations of whatsoever nature and howsoever arising which the Customer may now or in the future owe to the Company (all of which debts and obligations are hereinafter referred to as "Obligations").

I/We further jointly and severally guarantee the performance by the Customer of all its Obligations to the Company.

1.1. As part of my/our liability in terms hereof I/we bind myself/ourselves as aforesaid, to pay the amount of all charges and expenses of whatsoever nature, including, but without derogating from the generality of the aforegoing, Attorney and own client cost, collection commission and tracing fees incurred by the Company in securing or endeavouring to secure fulfilment of the Obligations.

Initials

1.2. The rights of the Company under this Deed of Surety shall not be affected or diminished:

1.2.1. If the Company at any time obtains additional suretyships, guarantees, co-principal debtorships securities or indemnities in connection with the Obligations,

1.2.2. If any of the other people named herein fail and/or refuse and/or neglect to sign this document; and/or

1.2.3. By virtue of the fact that the Company acquired its claim against the Customer as a consequence of a cession from any of its holding, subsidiary or associated companies; and/or

1.2.4. By virtue of the fact that this document is not witnessed.

1.3. This Deed of Surety is a continuing, covering suretyship, co-principal debtorship and guarantee, and will remain in full force and effect notwithstanding any fluctuation in or extinction for any period whatsoever of the Obligation.

1.4. I/We shall be bound by all admissions or acknowledgement of Obligations made or given by the Customer to the Company from time to time. No alteration or variation of any present or future agreement between the Customer and the Company shall in any way release me/us from my/our liability hereunder.

1.5. I/We guarantee payment to the Company of any amount which may still be owing to the Company subsequent to the Company having received any amount from the Customer by way of a reduction of the Company's claim against the Customer, whether having received the amount by way of compromise, settlement or pursuant to any business rescue plan as provided for in the Companies Act No. 7 of 2008, irrespective of whether the plan provides for the release of the Customer, or under any circumstances of whatsoever nature.

1.6. The Company shall be entitled without reference or notification to me/us, and without affecting its rights hereunder, to release other sureties and securities, co-principal debtors and guarantees and securities, to grant the Customer extensions of time for payment and to compound or make any other arrangements with the Customer for the discharge of the Customer's Obligations.

1.7. If the Customer shall be placed in liquidation or provisional liquidation or under judicial management or under sequestration or provisional sequestration, or shall submit an offer of compromise or of composition or scheme of arrangement in terms of any Company or insolvency law, the Company shall be entitled to accept any dividend on account and in reduction of the Customer's Obligations without prejudicing its rights against me/us which rights shall further not be prejudiced by its acceptance of any other securities, guarantees, co-principal debtorships or suretyships arising out of any such event, and I/we further bind myself/ourselves in any such event not to file any claims against the Customer, save with the prior written consent of the Company.

1.8. For as long as they may think fit, and at their option and sole and absolute discretion, the Company may treat any monies paid by me/us as cash security to be held in a securities realisation account until the Obligations have been fully discharged, or may be applied to such debt or debts of the Customer as the Company my think fit.

1.9. Should the Customer fail to discharge any of the Obligations on due date, the Company shall be entitled, notwithstanding any contrary arrangement with the Customer, to demand from me/us immediate performance of all the Obligations then owing by the Customer to the Company, whether the due date for the performance of the Obligations shall have arrived or not.

1.10. In respect of all contracts entered into by the Customer with the Company, I/we warrant that each such contract was or will be, at the time of execution or formation, within the scope, authority and powers of the Customer, and that all resolutions of and signatures by Director(s)/Member(s)/Trustee(s), were or will be properly and with due authority, passed, executed and made. If there is, in respect of any such contract, any breach of this warranty, then I/we hereby assume the liability which any such contract purported to impose upon the Customer by the Company.

Initials

1.11. As collateral security for the discharge of the Obligations assumed by me/us is terms hereof I/we hereby cede, assign, transfer and make over unto and in favour of the Company all my/our rights, titles and interest in and to any amounts which now are or may hereafter become owing to me/us by the Customer from any cause of indebtedness whatsoever, including but without derogation from the generality of the aforegoing, any revisionary right or interest which I/we might acquire after termination of any prior cession, assignment or transfer.

1.12. For the purpose of any action against me/us for provisional sentence, default or summary judgement, a certificate of account signed by any Director of the Company, as to the amount owing by the Customer and of the fact that the due date of the discharge of the Obligations and/or my/our Obligations hereunder has arrived, shall be *prima facie* proof of the Obligations of the Customer to the Company. The designation and authority of the Director need not be proved by the Company.

1.13. In terms of Section 45 of the Magistrate's Court Act of 1944 as amended, I/we hereby consent to the jurisdiction of the Magistrate's Court in Pinetown, Kwazulu Natal, having jurisdiction in terms of Section 28 of the said Act in respect of any action being instituted against me/us by the Company in terms hereof. It shall nevertheless be entirely within the discretion of the Company as to whether to proceed against me/us in such Magistrate's Court or any other Court having jurisdiction.

1.14. At the Company's sole discretion, it may refer any breach, dispute, impasse or deadlock either to its accountants for determination, who shall act as an Umpire, or, to arbitration.

1.15. The Arbitrator shall be a single person nominated by the President of the Kwazulu Natal Law Society from time to time and such person will not necessarily be a lawyer.

1.16. Unless otherwise agreed to by the Parties in writing, the determination by the Company's Accountants shall be held at their offices and the arbitration shall be held in Pinetown, Kwazulu Natal and conducted in the English language.

1.17. The arbitration shall be held upon such terms as the Arbitrator may decide, in which event the arbitration shall be held as informally and as expeditiously as possible, unless the Company, in its sole discretion, elects that the arbitration be determined in accordance with the summary procedure for arbitration as set out in the Rules for the Conduct of Arbitration prepared by the Association of Arbitration.

1.18. The decision of the Arbitrator, or the Umpire as the case may be, shall be final and binding upon the Parties and they shall be entitled to stipulate who shall pay the costs, including their costs and disbursements of the arbitration or the determination by the Accountants acting as Umpire.

1.19. Any Party to the determination by the Company's Accountant as Umpire or the arbitration proceedings, shall be entitled to have such an award made an order of court.

1.20. For the purpose of this Deed of Surety and any proceedings which may be instituted by virtue hereof, I/we hereby choose *domicilium citandi et executandi* at the physical address listed on the cover page of this Agreement to which this suretyship forms part, or the residential address given by me/us on the first page of the Deed of Surety where all notices and processes may be effectively served and delivered upon me/us.

1.21. Any notice to be given in terms of this Deed of Surety shall only be valid and effective if given in writing.

1.22. Any notice shall be given / sent by pre-paid registered post, registered email, or delivered by hand. This notice shall be deemed to have been received within 10 (Ten) days from date of postage and email on the first business day after the day on which it has been sent.

Initials

1.23. Each of the Parties shall be entitled from time to time, by written notice to the others, to vary its *domicilium* to any other physical address within the borders of the Republic of South Africa.

1.24. I/We hereby expressly renounce the benefits of the legal exceptions of "order", "*excussion*"(that the Company must proceed against the principal debtor first), "division" (that the debt be divided between the principal debtor and the surety/ies), "cession of action", "*non numeratae pecuniae*"(that the debtor did not receive any valuable consideration), "*non causa debiti*"(that there is no cause for the obligation or debt), "*errore calculi*" (that there is an error in calculating the debt), "revision of accounts" and all or any exceptions which could or might be pleaded, to any claim by the Company, against me/us with the meaning, force and effect of all of which exceptions I/we declare myself/ourselves to be fully acquainted.

1.25. I/We hereby confirm and declare that this Deed of Surety was properly completed at the time of my/our signature hereof and is enforceable by the Company against the person signing the same, whether or not the other Party(ies) named herein sign the same.

1.26. Where two or more persons execute this suretyship:

1.26.1. They renounce the benefit of the exceptions of division (that the debt be divided between the principal debtor and the surety/ies) and *de duobus vel pluribus reis debendi* (that the surety is only jointly liable) and agree they are liable *in solidium* (individually liable for the whole debt);

1.26.2. All the provisions of this deed shall apply to each of them severally as well as to each of them jointly;

1.26.3. In the event of this Deed of Surety for any reason being inoperative or unenforceable against one or more of the sureties, it shall nevertheless remain binding on and enforceable against the other or others of them;

1.26.4. In the event of one or more of the sureties failing to sign this Deed of Surety, it shall nevertheless remain operative and enforceable against such of them as did sign it.

1.27. The Surety(ies) acknowledge that the whole document has been explained to them and that they are aware of and understand the contents thereof,

1.28. Each surety hereby certifies by their signature below, that when the aforegoing Deed of Surety was signed by them, there were no blank spaces therein which still required to be completed and no deletions which are still required to be made, that the names of the debtor(s) have been duly inserted on the Deed of Surety was in all respects complete and not subject to any conditions precedent to its coming into force.

1.29. It is agreed that each clause, sub-clause and word in this Deed of Surety is severable, the one from the other. If any clause, sub-clause or word is found unenforceable, void or unfair for any reason by any competent court, the remaining clauses, sub-clauses and words shall be, and continue to be, of full force and effect.

1.30. In this Agreement, words phrased in the singular shall denote the plural and worlds phrased in the plural, the singular, as applicable.

1.31. No amendment, alteration, variation, deletion, addition or consensual cancellation of this document shall be of any force and effect unless reduced to writing and signed by the Company.

Initials

1.32. No latitude, indulgence or failure to act upon this Deed of Surety at any time or the extension of time granted by the Company to me/us shall prejudice in any way the rights of the Company, nor shall it create new rights nor be construed as a waiver.

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____

_____ _____

THE SURETY, CO-PRINCIPAL DEBTOR AND GUARANTOR **THE SPOUSE** *(if married in community of property)*

Name: _____ **Name:** _____

I acknowledge that I am duly authorised to sign this Agreement and that the information contained herein is accurate and complete in all respects at date of signature

_____ _____

THE SURETY, CO-PRINCIPAL DEBTOR AND GUARANTOR **THE SPOUSE** *(if married in community of property)*

Name: _____ **Name:** _____

I acknowledge that I am duly authorised to sign this Agreement and that the information contained herein is accurate and complete in all respects at date of signature

_____ _____

THE SURETY, CO-PRINCIPAL DEBTOR AND GUARANTOR **THE SPOUSE** *(if married in community of property)*

Name: _____ **Name:** _____

I acknowledge that I am duly authorised to sign this Agreement and that the information contained herein is accurate and complete in all respects at date of signature

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

1. Signature: _____
   Name: _____

2. Signature: _____
   Name: _____

Initials

2. DEED OF CESSION

2.1. The Customer hereby agrees to cede, assign and transfer unto and in favour of the Company all its right, title and interest in and to all the book debts which the Customer may now or in the future have, acquire and hold against all or any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae ("Our Debtors") as continuing covering security for the due payment of every sum of money which may now, or at any time hereafter, be or become owing by the Customer to the Company from whatsoever cause arising which we may now be, or become, bound to perform in favour of the Company.

2.2. The Customer hereby irrevocably grants to the Company, with power of substitution, full power and authority to recover in our name from all or any of Our Debtors, all amounts and all goods and other assets which we may be entitled to recover and/or repossess and, if so determined by the Company, to institute action in our name against all or any of Our Debtors for the purpose of the said recoveries and to retain the proceeds recovered in the exercise of such powers on account of, and in reduction of, our indebtedness to the Company, including all costs and expenses of whatsoever nature, together with interest at the maximum rate permitted by law, together with legal costs as between attorney and client incurred in the exercise of any such power.

2.3. The Customer hereby warrants and undertakes in favour of the Company and agrees that:

2.3.1. It has not ceded to anyone else all or any of the amounts which are now, or will hereafter become, owing to the Customer by Our Debtors. If, despite anything hereinbefore contained, there shall have been any prior cession in whole or in part of the claims hereby ceded to the Company, then this cession shall be deemed to be a cession of any reversionary right, title and interest in and to any of the claims which we may have, or which we may acquire, after the termination of any prior cession.

2.3.2. This cession and pledge shall be and remain in full force and effect until all liability to the Company has been paid or otherwise discharged.

2.3.3. Irrespective of whether Our Debtors will have been notified of this cession or not, all sums of money which we collect from Our Debtors, or any of them, shall be collected and received by us as agents on the Company's behalf.

2.3.4. The Company shall at any time hereafter be entitled to give notice of this cession to all or any of Our Debtors and either require the said debtors to continue to make payments to us as agents for and on behalf of the Company or to make the said payments directly to the Company or to the Company's agent and the Company shall have the right at any time to vary the terms of such notice.

2.3.5. The Company shall be entitled, at all times, to inspect and/or remove to any place, our books of accounts, invoice and delivery books and other records of whatsoever nature relating to Our Debtors or otherwise, and to extract from them all such details and/or copies as the Company may in its sole and absolute discretion require.

2.3.6. A certificate of account, signed by any Director of the Company, as to the existence and amount of the Customer's Obligations to the Company at any time, as to the fact that such amount is due and payable, and/or as to any other fact, matter or thing related to the Customer's Obligations shall be *prima facie* proof (sufficient evidence) of the content and correctness thereof.

2.3.7. The Company is entitled, at any time, to cede and make over to any person, firm or company which acquires the Company's claims against the Customer or any part thereof, all or any of the Company's rights in terms of this cession.

Initials

2.4. Should the Company cede its claim against the Customer and Surety to any third party ("the Cessionary"), then the above Deed of Surety and Deed of Cession shall be deemed to have been given by the Customer and Surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such Cession, or at any time thereafter, be or become owing to the Cessionary (whether acquired by the Cessionary by way of Cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the Deed of Cession and Deed of Surety as if such Cessionary were the Company hereunder.

2.5. The Customer selects as *domicilium citandi et executandi* the address listed on the cover page of this Agreement at which address all court processes, notices and communications may be served and sent.

2.6. Any notice to be given in terms of this Deed of Cession shall only be valid and effective if given in writing.

2.7. Any notice shall be given / sent by pre-paid registered post, registered email, or delivered by hand. This notice shall be deemed to have been received within 10 (Ten) days from date of postage and email on the first business day after the day on which it has been sent.

2.8. It is agreed that each clause, sub-clause and word in this Deed of Cession is severable, the one from the other. If any clause, sub-clause or word is found unenforceable, void or unfair for any reason by any competent court, the remaining clauses, sub-clauses and words shall be, and continue to be, of full force and effect.

2.9. In this Agreement, words phrased in the singular shall denote the plural and worlds phrased in the plural, the singular, as applicable.

2.10. No amendment, alteration, variation, deletion, addition or consensual cancellation of this document shall be of any force and effect unless reduced to writing and signed by the Company.

2.11. No latitude, indulgence or failure to act upon this Deed of Cession at any time or the extension of time granted by the Company to me/us shall prejudice in any way the rights of the Company, nor shall it create new rights nor be construed as a waiver.

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____

_____

THE CUSTOMER

Name: _____

I acknowledge that I am duly authorised to sign this Agreement and that the information contained herein is accurate and complete in all respects at date of signature

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

1. Signature: _____

   Name: _____

2. Signature: _____

   Name: _____

Initials