



Erf 130, Old Cape Road
Greenbushes
Port Elizabeth

P.O. Box 15552
Emerald Hill
6011

VAT Registration No: 4370223283
Registration No: 2004/031338/07
Email: admin@shukumabricks.co.za

Tel: 041 372 1013
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CREDIT APPLICATION

PLEASE ATTACH COPIES OF YOUR VAT REGISTRATION CERTIFICATE AND COMPANY REGISTRATION DOCUMENTS
ALL PAGES MUST BE COMPLETED AND INITIALED AND SIGNED IN FULL INCLUDING SURETY
THE ORIGINAL COMPLETED AND SIGNED CREDIT APPLICATION MUST BE RETURNED TO SHUKUMA BRICKS
PLEASE NOTE THAT ALL OUR CREDIT APPLICATIONS ARE SENT TO CREDIT GUARANTEE.
NEW APPLICATIONS CAN TAKE UP TO FIVE BUSINESS DAYS.

Name of Applicant \_\_\_\_\_

Registration number of company/ close corporation or trust submitting this application:

\_\_\_\_\_

Trading name of Applicant \_\_\_\_\_

Classification /type of trade or business \_\_\_\_\_

(PLEASE ATTACH COPIES OF YOUR COMPANY REGISTRATION DOCUMENTS)

LEGAL FORM
OF APPLICANT

PUBLIC COMPANY
PARTNERSHIP

PRIVATE COMPANY
SOLE PROPRIETORSHIP

TRUST
CLOSE CORPORATION

IF THE APPLICANT IS A COMPANY, TRUST, CLOSE CORPORATION OR PARTNERSHIP, a resolution of the directors, trustees, partners, or members, as the case may be, must be submitted with the application, in which resolution the Applicant resolves to apply to Shukuma for credit, and authorises the person executing this application on behalf of the Applicant, to do so.

WHERE THE APPLICANT IS A COMPANY, TRUST, CLOSE CORPORATION OR MEMBER, the full details of each Director, Trustee, Member or Partner, as the case may be, including his or her names, their Identity Number, their residential address, the details of their marital regime (whether community of property or ANC) and, where married, the full names and Identity Numbers of their spouses, must be provided.

REGISTERED ADDRESS: \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ TELEFAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

CLIENT CONTACTS: MANAGING DIRECTOR/MANAGING PARTNER/TRUSTEE/MANAGING MEMBER: \_\_\_\_\_

NAMES OF PERSONS AUTHORISED TO CONTRACT ON BEHALF OF THE APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BANK: \_\_\_\_\_ BRANCH \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

CREDIT LIMIT REQUIRED: \_\_\_\_\_

AUDITOR/ACCOUNTING OFFICER/ACCOUNTANT: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DOES THE APPLICANT OWN ITS TRADING PREMISES: YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES: STREET ADDRESS: \_\_\_\_\_

ERF NUMBER : \_\_\_\_\_

BONDHOLDER: \_\_\_\_\_

AMOUNT OF BOND : \_\_\_\_\_

HOW LONG HAS THE BUSINESS BEEN IN OPERATION \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

**\_(PLEASE ATTACH A COPY OF YOUR VAT REGISTRATION CERTIFICATE)**

PLEASE SUPPLY THREE TRADE REFERENCES:

REFERENCE	ADDRESS	CONTACT PERSON	TELEPHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

HAS THE APPLICANT EVER BEEN LIQUIDATED OR SEQUESTERED YES \_\_\_\_\_ NO \_\_\_\_\_

IF "YES", SUPPLY DATE OF REHABILITATION:

HAVE ANY CIVIL JUDGMENTS BEEN TAKEN AGAINST THE APPLICANT DURING THE PAST 2 YEARS  
YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF "YES" PLEASE SUPPLY THE FOLLOWING INFORMATION:

1. NAME OF CREDITOR: \_\_\_\_\_
2. ATTORNEY DEALING WITH MATTER: \_\_\_\_\_
3. TELEPHONE NUMBER OF ATTORNEY DEALING WITH MATTER: \_\_\_\_\_

HOW MATTER RESOLVED: \_\_\_\_\_  
\_\_\_\_\_



## STANDARD CONDITIONS OF TRADING

1. CREDIT FACILITIES GRANTED BY SHUKUMA TO THE APPLICANT SHALL BE IN THE SOLE DISCRETION OF SHUKUMA, WHICH MAY AT ANY TIME TERMINATE, CURTAIL OR VARY FACILITIES IN RESPECT OF ANY GOODS NOT YET DELIVERED.
2. THE PURCHASE PRICE OF ANY GOODS PURCHASED SHALL BE PAYABLE TO SHUKUMA WITHOUT SET-OFF OR DEDUCTION SUBJECT TO THE TERMS HEREOF, WITHIN 30 DAYS OF THE DATE OF THE STATEMENT UPON WHICH EACH PURCHASE IS REFLECTED FOR THE FIRST TIME.
3. IN THE EVENT OF THE APPLICANT FAILING TO MAKE PAYMENT ON DUE DATE OF ANY AMOUNT, ALL AMOUNTS IN RESPECT OF PURCHASES BY IT, WHETHER THEN DUE OR NOT, SHALL BECOME IMMEDIATELY DUE AND PAYABLE, AND SHUKUMA WILL BE ENTITLED FORTHWITH TO SUSPEND THE MANUFACTURE AND DELIVERY OF ANY GOODS WHICH MIGHT HAVE BEEN ORDERED FROM IT WITHOUT INCURRING ANY LIABILITY WHATSOEVER FOR THE RESULTS OF SO DOING ON ANY BASIS WHATSOEVER.
4. SHOULD SHUKUMA AT ANY TIME, IN ITS SOLE DISCRETION, CONSIDER THERE TO BE A LIKELIHOOD THAT THE APPLICANT WILL BE UNABLE TO MAKE PAYMENT TO IT IN RESPECT OF ANY PURCHASES, SHUKUMA WILL BE ENTITLED TO CLAIM ALL AMOUNTS DUE IN RESPECT OF PURCHASES BY THE APPLICANT, WHETHER THEN CLAIMABLE IN TERMS OF THESE PROVISIONS OR NOT.
5. THE APPLICANT SHALL NOT BE ENTITLED TO RETURN ANY GOODS PURCHASED BY IT FROM SHUKUMA IN LIEU OF PAYMENT FOR ANY DEBT DUE TO SHUKUMA.
6. DELIVERY TO THE APPLICANT SHALL BE DEEMED TO HAVE TAKEN PLACE ONCE THE GOODS HAD BEEN DELIVERED BY SHUKUMA AT THE SITE WHERE THEY ARE TO BE UTILISED AND THE RISK IN THE GOODS WILL PASS TO THE APPLICANT UPON DELIVERY.
7. A CERTIFICATE PURPORTING TO BE SIGNED BY ANY MEMBER OR ACCOUNTANT OF SHUKUMA, SETTING FORTH THE AMOUNT OF THE APPLICANT 'S INDEBTEDNESS, AND THE INTEREST RATE APPLICABLE THERETO, SHALL ON ITS MERE PRESENTATION, AND WITHOUT FORMAL PROOF, BE BINDING ON THE APPLICANT AND SHALL, CONSTITUTE PRIMA FACIE PROOF OF THE MATTERS DEALT WITH THEREIN.
8. ANY AGREED DELIVERY DATE SHALL ONLY BE APPROXIMATE AND SHUKUMA WILL INCUR NO LIABILITY TO THE APPLICANT ARISING FROM ANY DELAY IN DELIVERY. IN ADDITION, THE APPLICANT SHALL HAVE NO CLAIM AGAINST SHUKUMA OF ANY DELAY IN, OR FAILURE TO SUPPLY ANY GOODS FOR ANY REASON WHATSOEVER.
9. IN THE EVENT THE GOODS RELATING TO ANY PARTICULAR SALE ARE NOT DELIVERED IN ONE CONSIGNMENT, SHUKUMA WILL BE ENTITLED TO INVOICE CONSIGNMENTS SEPARATELY, AND THE AMOUNT DUE IN TERMS OF EACH CONSIGNMENT WILL BECOME DUE AND PAYABLE SUBJECT TO THE TERMS HEREOF.
10. NOTWITHSTANDING DELIVERY, OWNERSHIP OF ALL GOODS SOLD BY SHUKUMA TO THE APPLICANT SHALL REMAIN VESTED IN SHUKUMA UNTIL THE PURCHASE PRICE THEREOF HAS BEEN PAID IN FULL.
11. NO VARIATION OF ANY OF THE TERMS AND CONDITIONS HEREOF SHALL BE OF ANY FORCE OR EFFECT UNLESS COMMITTED TO WRITING AND SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF THE RESPECTIVE PARTIES.
12. THE APPLICANT SHALL HAVE NO CLAIM WHATSOEVER AGAINST SHUKUMA FOR ANY DAMAGES SUFFERED BY IT ARISING FROM ANY FAILURE OR INABILITY OF SHUKUMA TO SUPPLY ANY PARTICULAR GOODS PURCHASED, OR TO SUPPLY THEM AT ANY PARTICULAR TIME, OR FROM ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS SUPPLIED BY SHUKUMA TO THE APPLICANT, OR FOR ANY NEGLIGENCE WHATSOEVER ON THE PART OF THE SERVANTS OF SHUKUMA, THE APPLICANT HEREBY INDEMNIFYING SHUKUMA IN RESPECT OF ANY CLAIM WHICH MAY BE BROUGHT AGAINST IT BY ANY PERSON ARISING FROM GOODS SUPPLIED BY SHUKUMA TO THE APPLICANT .
13. THE APPLICANT UNDERTAKES TO INFORM SHUKUMA IN WRITING, BY PRE-PAID REGISTERED POST, WITHIN SEVEN (7) DAYS OF ANY CHANGE OF ADDRESS, OR ANY CHANGE OF IDENTITY OF THE PERSONS INVOLVED THEREIN, AS REFERRED TO IN THE CREDIT APPLICATION SUBMITTED BY THE APPLICANT.
14. THE APPLICANT HEREBY CONSENTS TO THE JURISDICTION OF THE MAGISTRATE'S COURT IN RESPECT OF ANY MATTER NOTWITHSTANDING THAT THE AMOUNT IN ISSUE MAY BE BEYOND THE JURISDICTION OF THAT COURT, PROVIDED THAT THIS PROVISION SHALL NOT PRECLUDE SHUKUMA FROM INSTITUTING ANY ACTION IN THE HIGH COURT. IN THE EVENT SHUKUMA RESORTS TO LITIGATION TO ENFORCE ITS RIGHTS AGAINST THE APPLICANT, THE APPLICANT WILL BE OBLIGED TO PAY ALL SHUKUMAS LEGAL EXPENSES ON THE SCALE AS BETWEEN ATTORNEY AND OWN CLIENT, TOGETHER WITH COLLECTION COMMISSION, SUCH THAT SHUKUMA IS FULLY INDEMNIFIED IN RESPECT OF ITS COSTS.
15. SHUKUMA SHALL NOT BE BOUND BY ANY ERRORS OR OMISSIONS BY IT, WHETHER THESE BE ARITHMETICAL CALCULATIONS, OR THE APPLICATION OF INCORRECT PRICES, AND THE DULY RECTIFIED ERRORS OR OMISSIONS SHALL BE BINDING UPON THE APPLICANT.
16. THE APPLICANT CHOOSES ITS *DOMICILIUM CITANDI ET EXECUTANDI* AT ITS DELIVERY ADDRESS SET FORTH IN THE CREDIT APPLICATION RELATED HERETO
17. SHUKUMA WILL BE ENTITLED TO APPROPRIATE PAYMENTS BY THE APPLICANT FIRSTLY TO COLLECTION COMMISSION, THEN TO LEGAL COSTS, WHETHER TAXED OR NOT, THEN TO INTEREST AND FINALLY TO CAPITAL, THE APPLICANT HEREBY WAIVING THE RIGHT TO INDICATE TO WHICH CAUSE OF DEBT ANY PAYMENT SHOULD BE ALLOCATED, AND HEREBY WAIVING THE RIGHT TO BE GIVEN NOTICE OF ANY APPROPRIATION MADE BY SHUKUMA.
18. IF THIS APPLICATION IS SIGNED BY A PERSON OTHER THAN IN HIS OR HER PERSONAL CAPACITY AS A PROPRIETOR, THE SIGNATORY WARRANTS HIS AUTHORITY TO SIGN AND SUBMIT THIS CREDIT APPLICATION ON BEHALF OF THE ENTITY HE OR SHE PURPORTS TO ACT FOR, AND, SHOULD THAT ENTITY NOT EXIST, OR SHOULD IT EXIST AND, FOR ANY REASON WHATSOEVER NOT BE BOUND BY THE TERMS HEREOF, THE SIGNATORY HEREOF, WILL BE PERSONALLY BOUND IN TERMS HEREOF AS IF HE OR SHE INTENDED TO CONTRACT WITH SHUKUMA AS A SOLE PROPRIETOR.

PERSONAL  
LIABILITY

19. THE SIGNATORY OF THIS CREDIT APPLICATION HEREBY BINDS HIMSELF AS SURETY AND CO-PRINCIPAL DEBTOR WITH THE APPLICANT IN RESPECT OF ANY LIABILITY OF THE APPLICANT TO SHUKUMA WHATSOEVER.

SURETY

20. THIS DOCUMENT AND THE CREDIT APPLICATION OF WHICH IT FORMS PART MUST BE READ TOGETHER WITH ANY DISTRIBUTION AGREEMENT WHICH MIGHT HAVE BEEN CONCLUDED BETWEEN SHUKUMA AND THE APPLICANT, WHERE TERMS OF THE DISTRIBUTION AGREEMENT DIFFER FROM THOSE SET FORTH HEREIN, OR WHERE THEY AFFORD SHUKUMA GREATER RIGHTS THAN THOSE SET FORTH HEREIN, THE DISTRIBUTION AGREEMENT WILL HAVE PRECEDENCE

\_\_\_\_\_  
(NAME IN PRINT)

\_\_\_\_\_  
(SIGNATURE)

WHO SIGNS THESE CONDITIONS OF TRADING REFERRING TO SHUKUMA AS SHUKUMA AND TO

\_\_\_\_\_ AS THE APPLICANT,  
BOTH IN HIS CAPACITY AS A REPRESENTATIVE OF THE APPLICANT, AND  
IN HIS CAPACITY AS SURETY AND CO-PRINCIPAL IN FAVOUR OF  
SHUKUMA WITH THE APPLICANT

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

## SHUKUMA BRICKS (PTY) LTD

(Registration number 2004/031338/07)

### DEED OF SURETYSHIP

1. I/we the undersigned, do hereby bind ourselves as sureties and co-principal Debtors in **solidum** with .....  
("the Debtor") in favour of SHUKUMA BRICKS (PTY) LIMITED (Registration number 2004/031338/07) ("The Creditor") for the due and punctual payment of all sums which are now, or may in the future become due by the debtor to the Creditor in respect of any cause of debt whatsoever.
2. I/we declare that our/my obligation in terms of this suretyship shall remain notwithstanding any intermediate discharge or settlement of or fluctuation in the amount owing by the Debtor to the Creditor.
3. I/we declare that any indulgence which the Creditor may grant to the Debtor in respect of its obligations shall not affect or prejudice in any way our liability in terms of this suretyship, and that, in particular, no extension of time afforded by the Creditor to the Debtor shall affect our liability in terms hereof.
4. I/we acknowledge that this Deed of Suretyship shall be in addition to and without prejudice to any other Deed of Suretyship now or hereafter held by the Creditor in respect of the indebtedness of the Debtor.
5. The Creditor shall be entitled, without prejudice to its rights, against me/us, arising from this Deed of Suretyship, to release the Debtor and any other security given to it in relation to the indebtedness of the Debtor and to compound or make any other arrangement with the Debtor, without affecting my liability hereunder.
6. Any acknowledgment of indebtedness made by or on behalf of the Debtor to the Creditor shall be binding on us.
7. I/we choose our **domicilium citandi et executandi** for all purposes arising out of this suretyship at the address set forth below.
8. In the event of the Creditor taking any legal action whatsoever to enforce its rights against the Debtor, or against us, we undertake to pay the Creditor's costs on scale as between attorney and own client, together with collection commission.
9. We hereby consent to the jurisdiction of the Magistrate's Court in respect of any proceedings arising from the provisions of this Deed of Suretyship, but the Creditor shall be entitled in its discretion to commence any such proceedings in the High Court.
10. A certificate purporting to be signed by any member or accountant of the Creditor, setting forth the amount of the Debtor's indebtedness, and the interest rate applicable thereto, shall, on its mere production, and without formal proof, be binding on me/us, and shall constitute **prima facie** proof of the matters dealt with therein.
11. I/we, acknowledge that this Deed of Suretyship was fully completed when it was signed by me/us.

**SURETY 1**

FULL NAME (in print) \_\_\_\_\_

Identity Number: \_\_\_\_\_

Residential address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SURETY 2**

FULL NAME (in print) \_\_\_\_\_

Identity Number: \_\_\_\_\_

Residential address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SURETY 3**

FULL NAME (in print) \_\_\_\_\_

Identity Number: \_\_\_\_\_

Residential address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION OF \_\_\_\_\_ ADOPTED AT  
\_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014

**PRESENT:**

- 1.
- 2.
- 3.
- 4.
- 5.

**RESOLVED:**

1. That the \_\_\_\_\_ apply to SHUKUMA BRICKS (PTY) LTD, Registration number 2004/031338/07 for credit facilities in respect of the purchase of goods by it from SHUKUMA BRICKS (PTY) LTD;
2. That \_\_\_\_\_ be and is hereby authorised to sign all documents, and to do all things necessary to contract with SHUKUMA BRICKS (PTY) LTD in respect of the provision of the abovementioned credit facilities.

DATED at PORT ELIZABETH on this \_\_\_\_\_ day of \_\_\_\_\_ 2014

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**WITNESS:**

FULL NAME (in print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



## AUTHORISATION

I, the undersigned,

---

duly authorised thereto by \_\_\_\_\_ hereby authorise its bankers to make available to any representative of SHUKUMA BRICKS (PTY) LTD such information as may be required with regard to its banking affairs.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

---

(SIGNATURE)

## AUTHORISATION

I, the undersigned,

---

duly authorised thereto by \_\_\_\_\_ hereby authorise its auditors and/or accountants to make available such information as any representative of SHUKUMA BRICKS (PTY) LTD may require of them with regard to its affairs.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

---

(SIGNATURE)

## **DETAILS OF MEMBERS/DIRECTORS/TRUSTEES/PARTNERS**

Please provide the following details in respect of each of the persons concerned:

FULL NAME:

IDENTITY NUMBER:

RESIDENTIAL ADDRESS:

FIXED PROPERTY OWNED:  
(Street Address and Deeds Office Description):

NAME OF SPOUSE:

SPOUSE'S IDENTITY NUMBER:

FIXED PROPERTY OWNED BY SPOUSE:

MARITAL REGIME:  
(Married out of community  
of Property / Antenuptial Contract)

## PROPERTY DETAILS

If the Applicant for credit, or its surety/ties, own fixed properties, please provide the following information:-

1. Property description (i.e. Erf Number and Registration Division)

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2. Street Address of Property

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3. An indication of whether the property is industrial, commercial or residential

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4. An indication whether the property is bonded, and if so, in favour of what institution

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5. An indication of the amount due to the bondholder, with a copy of the most recent mortgage bond account statement

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6. An indication of the present market value of the property

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