



Khulani Timber Industries Pty (Ltd)

OLD STATION ROAD, P.O. Box 643
MODJADJISKLOOF 0835

Reg. No.: 1998/004702/07

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CREDIT APPLICATION

COMPANY PARTICULARS:

NAME OF APPLICANT: _____

TRADING NAME: _____

TEL. NO: _____ FAX NO: _____

REGISTRATION NO: _____ REGISTRATION DATE: _____

LEGAL STATUS: Sole proprietor/ Partnership/ Trust/Closed Corporation/
Private Company/ Public Company.

PHYSICAL ADDRESS: _____

_____ CODE: _____

POSTAL ADDRESS: _____

_____ CODE: _____

PREMISES OWNED OR RENTED: _____

TYPE OF PREMISES: _____

Auditor's NAME AND ADDRESS: _____

_____ CODE: _____

Tel no: _____

CREDITORS SECTION:

CONTACT PERSON: _____ **TEL. NO.:** _____

APPLICANT:

DATE: _____

SIGNED: _____
(Warranting my authority to execute this document)

PRINT NAME: _____

ADDRESS: _____

_____ **CODE:** _____

CONDITIONS:

PAYMENT TERMS ARE STRICTLY 30 DAYS FROM DATE OF STATEMENT.

**Interest is charged on all overdue amounts at prime plus 4%
Breach of credit terms will result in the cancellation of facilities**

DOCUMENTS REQUIRED TO ACCOMPANY APPLICATION

- **COPIES OF ALL IDENTITY DOCUMENTS OF DIRECTORS/ MEMBERS.**
- **COMPANY REGISTRATION DOCUMENTS**
- **VAT REGISTRATION CERTIFICATE**
- **THREE MONTHS BANK STATEMENTS**
- **LAST AUDITED FINANCIAL STATEMENTS**

DEED OF SURETYSHIP

I the undersigned:

Do hereby interpose and bind myself, under renunciation of the benefit of excursion and division, no value received, “ de duobus vel pluribus reid debendi and cession of action the full force, meaning and effect of which I declare myself to be fully acquainted, unto and in favor of:

Khulani Timber Industries (PTY) Ltd

Or any of their successors-in-title or assigns thereafter referred to as (“the Creditor”) as surety for and co-principal debtor in solidium with:

Hereinafter referred to as (“the Debtor”) for the due fulfillment of any obligations now or hereafter of the Debtor to the Creditor and the due and

punctual by the Debtor of all monies which are now or may at any time hereafter become owing by the Debtor to the Creditor from what so ever cause however arising, and which without derogating from the generality of the foregoing, shall include any claim acquired by the Creditor by cession.

AND I declare that, this Suretyship shall be a continuing one and shall remain in full force and effect notwithstanding any fluctuation in the indebtedness of the Debtor or even the temporary extinction thereof.

AND I further declare that all admission and acknowledgement of indebtedness by the Debtor shall be binding upon me and that the Creditor shall be at liberty (without effecting any rights hereunder) to release securities given or granted in the Creditor's favor, given time to compound or make any other arrangements with the Debtor and in the event of liquidation, sequestration or compromise, no dividends or payments which the creditor may receive shall prejudice the rights of the Creditor to recover from me to the full extent of this Suretyship any sum which after the receipt of such dividends or payments may remain owing by the Debtor.

AND I further agree that in the event of any amount being claimed from me by the Creditor under this Suretyship a certificates signed by any Manager and Director or the Creditor shall be deemed to be Prima Facie proof of the indebtedness and the extent hereof of such indebtedness by the Debtor in favor

of the Creditor. Any document, which on the face thereof purports to be a certificate of indebtedness, shall, unless the contrary is proven, be deemed to validly execute.

In terms of Section 45 of the Magistrates Court Act 1944, I/ We hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of said Act as amended in respect of any action to be instituted against me by the Creditor in terms hereof or otherwise. It shall, nevertheless, be entirely within the discretion of the Creditor as to whether to proceed against me in such Magistrate's Court or any Court having jurisdiction.

My obligation hereunder shall continue for so long as the Debtor shall remain indebted or obliged, whether actually or contingently, to the Creditor the amount herein before stated or under any undertaking and I shall have no right to withdraw here from except in writing from the Creditor and upon the full discharge of all obligations of the Debtor to each party making up the Creditor.

I hereby choose domicillum citandi et executatidi for all purposes hereunder at

Thus done and signed at _____ on the _____ 20__

(Full Name) (Signature)

AS WITNESSES:

1. _____
(Full Name) (Signature)

2. _____
(Full Name) (Signature)