



**APPLICATION TO
ENGAGE IN TRADE
AND
REQUEST FOR CREDIT FACILITIES**

Name of Company:

Credit Application submitted by:

Date:

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Acknowledgement of Receipt of a copy of the South African Association of Freight Forwarders Trading terms and Conditions (SAAFF)

Appendix C

To be handed to Client

South African Association of Freight Forwarders Trading Terms and Conditions (SAAFF)

Appendix D

To be completed by Sales Person

Internal Details

Initials: _____

APPLICANTS DETAILS

1 **Registered Name: ("the Applicant")** _____

2 **Trading Name (if not as above):** _____

3 **Physical Address:**
(Principal Place of Business) _____

4 **Postal Address:** _____

5 **Registered Address:** _____

6 **Contact Name and Details:**
Designation _____
Telephone Numbers: _____
Mobile Phone Number: _____
Fax Numbers: _____
Email Address: _____

7 **Registration/Incorporation/
Establishment date:** _____

8 **Registration Number:** _____

9 **Vat Number:** _____

10 **Importers code:** _____

11 **Industry:** _____

12 **Bankers (Business Account Only):**
Name of Bank: _____
Branch: _____
Acc. No. _____

13 **Amount of Credit Required:** _____

Initials: _____

14 Are Premises:

Owned by Applicant Rented Owned by Associated Company

Lease Expiry Date: _____

Name of the Building Owner / Lessor: _____

15 Insurance requirements:

Not required (Have own insurance) Require insurance with Schenker

Products insurance required for: International SFX Logistics

(Note: Insurance cover with Schenker is only valid upon signed acceptance of quotation)

16 Payment Terms Required:

7 Days from weekly statement 15 Days from bi-monthly statement 30 Days from monthly statement

17 Nature of Entity:

Are you a JSE listed company? Yes No

Sole Proprietor (One individual that owns the business) Trading Trust (copy of the Trust Deed to be submitted)

Private Company Company name ends with (Pty) Ltd Min of 1 member and max of 50 Closed Corporation Company name ends with C.C. / P.K.

Public Company Company name ends with Ltd. Min of 7 share-holders and max limited by number of Partnership Min of 2 members and max of 20 members

Other (Details)

18 Disclosure in terms of Section 4 of the National Credit Act, No 34 of 2005 ("the NCA")

In order to determine whether this agreement may be subject to the NCA, you are required to disclose the turnover and asset value information set out at 17.1 and 17.2 below. If either your annual turnover or asset value exceeds R1 Million (being the threshold determined by Government Notice 713 of 2006), then this agreement is not subject to the NCA.

18.1 The Applicant's Annual Turnover on the date of signing this agreement is:
Exceeds R1 Million Is Less than R1 Million

18.2 The Applicant's Asset Value on the date of signing this agreement:
Exceeds R1 Million Is Less than R1 Million

Initials: _____

CONDITIONS OF BUSINESS**SCHENKER SOUTH AFRICA (PTY) LTD**

(Hereinafter referred to as "the Company")

Reg. No. 1962/003897/07

1. It is recorded that the Applicant has approached Schenker South Africa (Pty) Ltd ("the Company") with a view to provide it with credit facilities ('the Services').
2. The Applicant wishes to place its clearing / forwarding / logistics and / or distribution business with the Company and to avail itself of the Company's credit facilities.
3. a) The Applicant agrees that should it be in default, that the Company shall on its behalf, and notwithstanding that the amount of its claim or the nature of the relief sought by it, exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such Court or it's sole discretion, out of the High Court of South Africa.
b) In the event of the Company referring any dispute between it and the Applicant, or any amount due for collection from the Applicant, to it's Attorneys, the Applicant shall be liable for and hereby indemnifies the Company against all costs, charges and expenses incurred as determined by a court of law in South Africa and such indemnity shall extend to and include collection commission as may be lawfully charged to the Company by it's Attorneys.
4. The Company reserves the right, at any time, to discontinue any account and summarily to cancel any credit facilities granted. In the event of these rights being exercised all amounts owing shall immediately become due and payable on demand.
5. The Company reserves the right and the Customer acknowledges that the Company is entitled at any time when money due by the Customer to the Company ('the Debt') is overdue, to set off against the Debt (including interest) any monies that may be due by the Company to the Customer. Such right will accrue to the Company automatically when the Debt is overdue and the Company will not be required to notify the Customer other than reflecting such set-off in the statement rendered to the Customer.
6. Unless otherwise agreed in writing, all business is undertaken subject to the South African Association of Freight Forwarders' (SAAFF) trading terms and conditions (as adopted by the Company), which are available upon request or at www.dbschenker.com/za .
7. All accounts are strictly bound by the credit terms granted and overdue accounts will attract interest at the rate of 2% per month. HOWEVER, until such time as credit has been approved or declined, all business will be on a CIA basis (cash in advance).
Please note: (i) Cheques are subject to 10 days clearance period before it will be regarded as a payment effected and (ii) Cash and EFT's will only be regarded as a payment received once they reflect in the Company's bank account.
8. The Company reserves the right to request additional security.

Initials: _____

- 9. All our debtors are insured and as such additional financial information may be requested by our insurers.
- 10. Settlement Discount: The Company will not grant or entertain any early settlement discounts.
- 11. Change of Information or Circumstance: The Applicant undertakes to inform the Company forthwith should any of the above information change or should any circumstances or event occur that may affect the Company's decision to grant credit or to do business with the Applicant.
- 12. Confidentiality: Subject to statutory obligations and compliance with a court order, both parties undertake to deal with each others information on a strictly confidential basis.

I, _____ the undersigned, in my capacity as
(Full Name)

_____ warrant that;
(Designation)

- I. The above information is true and correct;
- II. No relevant information that could influence the Company in any way in assessing this application has been withheld;
- III. I am duly authorized to complete this form and to accept the conditions contained herein in terms of a resolution duly passed by the Applicant ;
- IV. I have read, understand, accept and agree to be bound by the conditions of business and the trading terms and conditions of SAAFF, ***a copy of which has been handed to me.***

Signed at _____ on this _____ day of _____
(place) (date) (month & year)

Director* who warrants his authority: _____
(Signature) For on and behalf of the Applicant

Company: _____

Applicant Rubber Stamp:

*USE MEMBER / PARTNER ETC AS APPLICABLE

Initials: _____

**ACKNOWLEDGEMENT OF RECEIPT
OF A COPY OF THE
SOUTH AFRICAN ASSOCIATION OF FREIGHT FORWARDERS'
TRADING TERMS AND CONDITIONS (AS ADOPTED BY SCHENKER)**

I, _____ the undersigned, in my capacity as
(Full Name)

_____ warrant that I am duly authorized to
(Designation)

sign this document and agree to be bound by the conditions of business and the SAAFF trading terms and conditions (as adopted by the Company), ***a copy of which has been handed to me.***

Signed at _____ on this _____ day of _____
(place) (date) (month & year)

Signature: _____

Company Name: _____

Initials: _____