

INFORMATION REQUIRED:

INDIVIDUAL

- Bank confirmation letter
- Copy of Identity Document
- Copy of Marriage Certificate when applicable
- Copy of Municipal, Electrical account

SOLE PROPRIETOR

- Bank confirmation letter
- Copy of Identity Document
- Copy of Marriage Certificate when applicable
- Copy of Business Registration
- Copy of VAT Registration
- Copy of Municipal, Electrical account

PARTNERSHIP

- Bank confirmation letter
- Copy of Identity Documents of all partners
- Copy of Marriage Certificate when applicable
- Copy of Partnership agreement
- Copy of VAT Registration
- Copy of Municipal, Electrical account

CLOSE CORPORATION (CC)

- Bank confirmation letter
- Copy of Identity Documents of all members
- Copy of Registration (CC1 and CC2)
- Resolution of authorization for a designated signatory
- Copy of VAT Registration
- Copy of Municipal, Electrical account

PRIVATE COMPANY (PTY) LTD

- Bank confirmation letter
- Copy of Identity Documents of all shareholders
- Copy of Company Registration / Certificate of Incorporation
- Resolution of authorization for a designated signatory
- Copy of VAT Registration
- Copy of Municipal, Electrical account

TRUST

- Bank confirmation letter
- Copy of Identity Documents of all principals
- Copy of *Deed of Trust*
- Copy of *Letter of Authority*
- Resolution of authorization for a designated signatory
- Copy of Registration
- Copy of VAT Registration
- Copy of Municipal, Electrical account

Initial: _____



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CREDIT APPLICATION

Credit application incorporating the creditor's standard terms and conditions of sale and including signatories of surety ships.

INDIVIDUAL / COMPANY REP (TO BE FILLED OUT BY ALL APPLICANTS)

Name of Individual in full: _____

Postal Address: _____ E-mail Address: _____

Street Address: _____

Telephone No: (H) _____ (W) _____ Cell No: _____

Name of Employer: _____ Position Held: _____

Monthly Income: _____ Credit Limit Required: _____

Bankers: _____ Branch: _____ Date Opened: _____

Account No: _____ Account Name: _____

Trade References: _____ Tel No: _____ Acc No: _____

IS ORDER # REQUIRED FOR EVERY PURCHASE? YES NO

If married: In community of property: _____ Antenuptial Contract: _____

ID Number: Husband: _____ Wife: _____ (please attach copy)

Name of close relative not living with applicant: _____

Telephone Number/ Cell: _____ Residential Address: _____

LEGAL ENTITY

Type of entity CC: _____ COMPANY: _____ TRUST: _____ OTHER: _____ SPECIFY (IF LATTER): _____

Name of Entity: _____

Postal Address: _____ E-mail Address: _____

Address of principal place of business: _____

Telephone No: (W): _____ Cell: _____ Fax: _____

Registration number of entity: _____ VAT No: _____ (please attach copy)

Monthly Income: _____ Credit Limit Required: _____

Bankers: _____ Branch: _____ Date Opened: _____

Account No: _____ Account Name: _____

Name of Partners, Directors, Members etc: _____

Trade References: _____ Tel No: _____ Acc No: _____

IS ORDER # REQUIRED FOR EVERY PURCHASE? YES NO

I/WE ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OVERLEAF AND WITHOUT LIMITING THE GENERALITY THEREOF, ESPECIALLY CLAUSE 11, AND AGREE TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS.

I/WE ACKNOWLEDGE BEING DULY AUTHORISED TO SIGN THE CREDIT APPLICATION ON BEHALF OF THE COMPANY.

SIGNED AT: _____ THIS _____ DAY OF _____ 20____

SIGNATURE OF APPLICANT: _____ (Hereinafter referred to as the Customer)

TERMS AND CONDITIONS

1. Payment is due strictly within 30 (thirty) days from date of statement.
2. The customer hereby acknowledges that should any amounts owing not be paid on due date, then the full amount shall become due, owing and payable, irrespective of the date/s when goods were purchased. The customer shall pay interest on all overdue amounts at a compounded rate of 2% (two percent) per month to the creditor. The customer further agrees that in the event of his/her/its default in any respect whatsoever towards *WB Hardware & Building Supplies (Pty) Ltd* (hereinafter *WB Hardware*), *WB Hardware* shall be entitled to place the customer on "stop supply" without any notice; notwithstanding that the customer may have placed an order for the supply of goods/services prior to the stop supply date. *WB Hardware* shall be entitled to allocate any monies paid against the customer's account as it deems correct. It remains the sole discretion of *WB Hardware* to provide credit, which can be terminated at any given time. In such a case the total outstanding balance will be immediately payable by the customer. Customers will only be allowed purchases up to the credit limit granted to them by the Company and will need the approval of the Company to increase such a limit.
3. Any proceedings at law which *WB Hardware* may desire to institute against the customer and/or the surety/ies for the recovery of any indebtedness *WB Hardware* may, at the sole option of *WB Hardware*, be instituted in the Magistrate's Court having jurisdiction over the customer.
4. The customer shall pay all costs of any nature, including attorney and customer costs incurred by *WB Hardware* as a result of *WB Hardware* taking any action against the customer and/or the surety/ies plus collection commission for any outstanding monies.
5. The customer shall advise *WB Hardware* in writing within seven days of any change of residential or postal address and will bear any costs incurred by *WB Hardware* as a result of the customer neglecting to advise *WB Hardware* accordingly.
6. The customer select and nominate the address stated above as his/her/its domicilium citandi et executandi for service upon his/her/it for all notices and processes in connection with any claim arising out of the granting of credit facilities to him/her/it.
7. In all cases where delivery is by carriers, the carrier shall be deemed to be the customer's agents and delivery of such carrier shall be deemed to be delivery to the customer.
8. All goods remain the sole and absolute property of *WB Hardware* until full payment has been received by *WB Hardware* in respect of any such goods supplied to the customer. Notwithstanding the course of time since the purchase of products or materials, *WB Hardware* will not be liable for any guarantee or warranty other than that prescribed by the manufacturers or suppliers in accordance with their certification. Any guarantee provided will not exceed the value of the product supplied at the time of supply. The risk of the goods and the insurance thereof becomes the responsibility of the customer upon delivery. The delivery of the goods will be deemed to be ex *WB Hardware*. *WB Hardware* will not accept any liability for the unsuitability of any products or materials that had been purchased for a specific purpose and had not met the purpose. Such purchases will remain the responsibility of the customer.
9. No amendment and/or variation and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force or effect unless reduced to writing and signed by *WB Hardware*. No warranties, representation or guarantee have been made by *WB Hardware* or on its behalf which may have induced the customer and or surety to sign this document.
10. No relaxation or indulgence granted by *WB Hardware* to the customer and or the surety/ies shall be deemed to be a waiver of any rights of *WB Hardware* in terms of this credit application and such relaxation or indulgence shall not be deemed to be deflection of any terms or conditions of the credit application.

Initial: _____

11. Depending on the credit limit applied for by the customer the following express conditions shall apply:
 - 11.1 If a credit limit of less than N\$ 50 000-00 is applied for, the proper completion and signature of this credit application and deed of surety by the customer and the surety will suffice. The completion and signature of the Deed of Surety will be required for all customers, irrespective of whether the customer is an individual or legal entity;
 - 11.2 If a credit limit of more than N\$50 000-00 but less than N\$100 000-00 is applied for, such credit limit shall not be approved by *WB Hardware* until such time as a bank guarantee, approved by *WB Hardware*, is provided by the customer to *WB Hardware*, as security for the payment of any amount/s due by the customer under this credit application.
 - 11.3 If a credit limit of more than N\$100,000-00 is applied for, such credit limit shall not be approved by *WB Hardware* until such time as a power of attorney authorising the registration of a covering bond over an immovable property of the customer, in favour of *WB Hardware*, is executed by the customer. The power of attorney will be prepared by a legal practitioner appointed by *WB Hardware* for this purpose.
12. All costs incidental to paragraph 11 above shall be for the account of the customer.
13. No goods will be supplied to any legal entity, in terms of this credit application, unless such goods are ordered via a written instrument issued by such legal entity.
14. Should the customer breach any of the terms and/or conditions of this credit application and fail to remedy such breach within 7 (seven) day of receipt of a written notice from *WB Hardware* requiring it to do so, then *WB Hardware* shall be entitled, (but not obliged), at its sole discretion to cancel this credit application and/or to recover damages, without prejudice to any of its rights in law and/or in terms of this credit application.

Initial: _____

DEED OF SURETY:

(A husband and wife married in community of property may not stand surety for each other)

1. I/We _____
(Hereinafter referred to as "the Surety/ies")

bind myself/ourselves to *WB Hardware* (hereinafter referred to as "the creditor"), its order or assigns, as surety and co-principal debtor in solidum with _____ (the customer) for the due and punctual payment and performance by the customer of his/her/its obligations to *WB Hardware* in terms of this credit application. I/we bind myself/ourselves to pay the amount of all costs charged and expenses of any nature, including without limitation all legal costs on an attorney/client scale as well as collection commission incurred by the creditor in procuring the fulfillment of my/our obligations.

- 2. I/we shall be bound by all admissions and acknowledge of indebtedness made by the customer to the creditor.
- 3. If the customer is sequestrated or enters in an agreement with his creditor, I/we undertake not to file any claim against him without prior written consent of the creditor having been obtained.
- 4. If the customer fails to discharge any of his obligations to the creditor on due date the creditor shall be entitled to demand immediate performance from the customer of all the obligations then owed by the customer to the creditor whether or not the due date for any of those obligations have arrived.
- 5. I/we chose domicilium citandi et executandi at the physical address to the customer stipulated on the face of this document.

6. Particulars of surety:

Full names: _____

Identity Number: _____

Residential Address: _____

Business address: _____

Name of Employer and/or Business: _____

Cellular Phone Number: _____

Home Number: _____

Work Number: _____

Marital status: _____

(If married in community of property signature of spouse is required)
(If married out of community of property attach a copy of the Antenuptial Contract)

Bankers: _____

Trade References: _____

SIGNED AT: _____ on this _____ day of _____ 20__

Signature: _____ Witnesses: 1 _____

2. _____

Initial: _____