

APPLICATION

FULL NAME OF BUSINESS: _____

CLOSE CORPORATION	
PARTNERSHIP	
TRUST	
SOLE PROPRIETOR	
PRIVATE COMPANY	
OTHER	

Registration Number of Business:

NOTE: If there are subsidiaries that can be charged on the same account, please list them below. Trading as:

1) _____

2) _____

STREET ADDRESS: _____

CITY / TOWN: CODE: _____

P.O. BOX: _____ **SUBURB:** _____

CODE: _____

TELEPHONE No. _____ **Fax No:** _____

CELL No: _____ **E-MAIL:** _____

ANTICIPATED MONTHLY CREDIT:

IMPORTANT: The full names and addresses of the Partners / Directors / Members / Owners are required. Please Complete the reverse hereof as well as the Surety.

I

SPECIAL INSTRUCTIONS:

PLEASE COMPLETE THE PAGE OVERLEAF IF YOU REQUIRE PROOF OF DELIVERY OR IF THERE ARE OTHER SPECIAL INSTRUCTIONS

PERSON DIRECTLY RESPONSIBLE FOR PAYMENT

Full Particulars: _____

BANKERS: _____

BRANCH: _____

ACCOUNT No: _____

!!! IMPORTANT !!!

PLEASE ATTACH THE FOLLOWING DOCUMENTATION:

- COMPANY LETTERHEAD
- VAT REG DOCUMENTS
- TAX CLEARANCE CERTIFICATE
- ID OF DIRECTORS/MEMBERS/OWNER
- CONFIRMATION OF BANK ACCOUNT

TO BE SIGNED BY DIRECTOR / MEMBER / PARTNER OR OWNER

Signature: _____

Print Name: _____ Designation: _____

BUSINESS STAMP

DO YOU REQUIRE A STATEMENT VIA E-MAIL EVERY MONTH? YES // NO

SURETY

I, the Undersigned

Full names and Surname

hereby bind myself jointly and severally to Dirk Lotter Transport (Pty) Ltd as Surety for and co-principal debtor with

(Applicant's / Business Name)
(Principal Debtor)

for the due and punctual payment by the Principal Debtor of all amounts which are now or at any stage in the future owing by the Principal Debtor to Dirk Lotter Transport and their respective cessionary, successors-in-title or assigns. I hereby renounce the benefits of excursions and division, thereby agreeing that the Principal Debtor and I may be sued and excused upon, jointly and severally.

I hereby choose as my *domicilium citandi et executandi* for the purpose of service of Summons (including any other processes), notices and levying of execution, the following

If any action is instituted against me arising from this Suretyship, I consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 and I shall be liable to pay all costs thereby incurred on the attorney and client scale.

SIGNED and DATED at _____ on this _____ day of _____.

SIGNATURE
CAPACITY: _____

WITNESS 1
FULL NAME AND SURNAME

WITNESS 2
FULL NAME AND SURNAME

PARTICULARS OF CO-DIRECTOR / PARTNER / MEMBER / OWNER

1. Full Name and Surname: _____
Identification Number: _____
Address: _____

2. Full Name and Surname: _____
Identification Number: _____
Address: _____

3. Full Name and Surname: _____
Identification Number: _____
Address: _____

IMPORTANT: The Full Names, Surname, Identification number and Addresses of Partners /Co-Directors / Members / Owners Are Required

TRADE REFERENCES

REFERENCE 1

HOW LONG : _____
CREDIT LIMIT : _____
TERMS : _____
PURCHASES PER MONTH : _____
NAME : _____
COMMENTS : _____
CONTACT NUMBER : _____
ACCOUNT NUMBER : _____

REFERENCE 2

HOW LONG : _____
CREDIT LIMIT : _____
TERMS : _____
PURCHASES PER MONTH : _____
NAME : _____
COMMENTS : _____
CONTACT NUMBER : _____
ACCOUNT NUMBER : _____

REFERENCE 3

HOW LONG : _____
CREDIT LIMIT : _____
TERMS : _____
PURCHASES PER MONTH : _____
NAME : _____
COMMENTS : _____
CONTACT NUMBER : _____
ACCOUNT NUMBER : _____

1. Dirk Lötter Transport (hereinafter referred to as “the carrier”) shall be indemnified from any loss and/or damages to any goods sustained at the point of loading of the goods and offloading of the goods;
2. Point of loading will be deemed to be the time before departure of the carrier and the time and place when the goods are being loaded onto the carrier;
3. Offloading of the goods will be deemed to be the place and time when the goods are placed at the disposal of the receiver and not the time of final duly down loaded;
4. Damages for purpose of this agreement shall mean deteriorating in the quantity, quality or conditions of the goods sustained.
5. All charges are levied according to mass or volume per consignment (whichever is the greater) and not by value of the article/s carried unless agreed to the contrary, in writing, by the Carrier.
6. Without derogating from the provisions of clause 1, should it nevertheless be held that the Carrier has been negligent in any manner and is liable for any loss and/or damage:
 - a) Liability shall be limited to R100 (vat incl.) per kilogram to a maximum of R3 000 (vat incl.) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the article/s or the mutually agreed cost of repairs.
 - b) Clause 3 a) above shall not apply to consignment/s comprising cash, money, bank notes, stamps, deeds, travellers cheques, precious stones, precious metals, bullion, livestock, cellular phones, watches, jewellery, declared or undeclared.
4. The Carrier shall have the right to refuse to accept a consignment or consignments, if such consignment/s is/are in the opinion of the Carrier, of a fragile nature, unpacked, insufficiently packed, high risk in nature or do not comply with the quantities as regulated by the Dangerous Goods Digest of SA, or any other regulated goods, declared or undeclared, but should it decide to:
 - a) Accept such consignment\s, the provisions of clause 1 will apply.
 - b) Accept a consignment as described in clause 3 b) above, the provisions of clause 1 will apply.
 - c) Accept the consignment\s and agree to package or re-package the consignment\s, whether for reward or not, the provisions of clause 1 will apply.
 - d) Accept the consignment\s at a time when the customer is not available to agree to package or re-package the consignment\s, whether for reward or not, the provisions of clause 1 will apply.
5. Whilst the Carrier undertakes to use all reasonable endeavours to effect delivery of any goods at its receiving terminus, depot or any address at the time advertised or promised by the Carrier, the Carrier does not guarantee that such goods will in fact be delivered at such advertised times and without prejudice to the afore-going limitations on the Carrier’s liability, the Carrier disclaims any and all liability for any consequence arising from the late delivery of such goods.
6. Where payment for carriage, or any other service rendered by the Carrier, is made by cheque or any other means and such payment is not honoured on presentation, or the cheque returned “refer to drawer” through no fault of the Carrier, the drawer/payer agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment.
7. Where goods despatched for the account of the receiver, are not accepted on such a basis, the charges will revert to the account of the sender. Similarly, should the receiver decline to accept the Carrier’s Standard Trading Conditions and Terms of Carriage, the acceptance thereof will revert to the sender.

8. C.O.D. (for value of consignment) means cash or cheque or both unless written notification to the contrary is received prior to despatch. C.O.D's. must be collected within 7 days of documentation. The Carrier accepts no liability for monies not collected within this time.
9. Any payment due and payable towards the carrier will be subject to 30 days cut off, meaning that all monies due and payable to the carrier is due and payable within 30days of statement date unless otherwise agreed.