



APPLICATION FOR CREDIT FACILITIES

MAKORO TANK TECHNOLOGIES PTY LTD

Made Strong-Lasts long

Tel: 4900022

Cell: 75020543

Fax: 4900044

tanks@makoro.co.bw

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REGISTERED NAME OF APPLICANT:.....

Trading as:.....

Address (Postal):.....

Address (Street):.....

Tel No:.....Fax No:.....Company Reg. No:.....

OWNER/ PARTNER / DIRECTOR / MEMBERS:

1. Full Name: Occupation:Shares:.....%
Insolvent (Sequestrated)? YES/ NO Re-habilitated Insolvent ? YES/ NO I.D No:
Home Address:Years Residing:.....Phone No:.....

2. Full Name: Occupation:Shares:.....%
Insolvent (Sequestrated)? YES/ NO Re-habilitated Insolvent ? YES/ NO I.D No:
Home Address:Years Residing:.....Phone No:.....

3. Full Name:Occupation:Shares:.....%
Insolvent (Sequestrated)? YES/ NO Re-habilitated Insolvent ? YES/ NO I.D No:
Home Address:Years Residing:.....Phone No:.....

4. Full Name: Occupation:Shares:.....%
Insolvent (Sequestrated)? YES/ NO Re-habilitated Insolvent ? YES/ NO I.D No:
Home Address:Years Residing:.....Phone No:.....

GROUP/ COMPANY STRUCTURE

How long EstablishedDate Company was registered.....

Legal Entity (Mark applicable block with X)

Sole Trader **Partnership** **Private Co. (Pty) Ltd** **Public Co. (Ltd)**

Holding Co..... %
(If numerous, detail on a separate sheet and attach)

Subsidiary/
Associated Cos 1:..... %

2:..... %

CREDIT CHECK: (The undermentioned information is necessary for Makoro Tank Technologies to meet your company's needs , All details provided are treated as strictly confidential)

1. References- Minimum of five trade references please-preferably NOT tanks.

COMPANY	CONTACT PERSON	PHONE NO
a).....
b).....
c).....
d).....
e).....

2. Banker.....Branch:..... Account No:..... Phone No:.....

Date Account opened:.....Previous Bankers & Branch:

3. Are you prepared to show us your Financial Statements/ Management Accounts- YES/ NO
If Yes-Please attach a copy thereof.

4. Estimated monthly requirements: P.....p.m Requested terms.....days
Requested Credit Limit.....

5. Does your own Company own its present Business Property: YES/NO
If you answered yes in the above question, please complete the following:

I. Estimated value of the property P..... ii. Existing deed on property P.....

6. How long has your company occupied the above mentioned address?.....years.....months

7. Have any judgments been recorded against the Company as Owners thereof? YES/NO
If YES, please supply the details
thereof.....
.....

8. Have you supplied security to your Bankers and/or third party? YES/NO
If YES-please indicate below to whom and by ticking the appropriate box, the type of security issued:

- a) Secured Creditors name.....Phone No:.....
- b) Secured Creditors name.....Phone No:.....

Type of Security:

Cession of Debts Reversionary Cession of Debts Personal Guarantee Pledge

Inter-Company Guarantee Notarial Bond Bank Guarantee Insurance Policies

9. Are you able/ willing to offer Makoro Tank Technologies any security? YES/ NO
If YES- Please indicate below the type of security you can offer:

Type of Security:

Cession of Debts Reversionary Cession of Debts Personal Guarantee Pledge

Inter-Company Guarantee Notarial Bond Bank Guarantee Insurance Policies

CREDIT INFORMATION:

1. Auditors/ Accountant’s Name:..... Phone No:.....
2. Industry/ Nature of Business:Phone No:.....

I/We the undersigned.....in our capacity/ies as.....do hereby warrant Our Authority to bind the debtor to the conditions set out below and also warrant that the information provided by the Debtor herein is true and correct.

CONDITIONS APPLICABLE TO CREDIT FACILITY

Details of the actual CREDIT FACILITY granted in terms hereof from time to time, shall be notified to the debtor by MAKORO TANK TECHNOLOGIES PTY LTD (hereinafter referred to as the Seller in the due course, and such notifications and any subsequent amendments thereto, shall form part of this CREDIT FACILITY.

1. The information set out in the APPLICATION FORM by the “DEBTOR” shall form the basis of the SELLER’S decision to grant a CREDIT FACILITY (as hereinafter defined) to the Debtor. Should any of such given information be or become incorrect, then the SELLER shall be entitled but not obligated to cancel the CREDIT FACILITY without affecting any of its other rights whatsoever. For the purpose hereof, the

CREDIT FACILITY shall be encompass on more or all of payment terms and/or trade discounts.

2. The granting of the CREDIT FACILITY, which shall be subject to amendment by notice from time to time, is made upon the strength of the presentations (all of which are material) contained in the APPLICATION FORM forming part hereof. Any breach of the said representations shall entitle the SELLER at its sole discretion immediately to amend, alter or withdraw the CREDIT FACILITY, without prejudice to any of its other rights.
3. The SELLER shall, on the basis of the representations contained in the APPLICATION FORM, at its discretion, determine the CREDIT FACILITY to be enjoyed from time to time by the DEBTOR and shall notify the Debtor in writing of the terms of such CREDIT FACILITY. It is specifically agreed that, without prejudice to any other rights that may be accrued to the SELLER, the SELLER shall be entitled at any time and for any reason to amend, alter or withdraw the CREDIT FACILITY whether in whole or in part. Written notice of such amendment, alteration or withdrawal shall be given to the DEBTOR.
4. Unless specifically agreed in writing to the contrary, the SELLER'S General Conditions of Tender, Contract and Sale from time to time, in addition to these Conditions(Which shall be read in conjunction with the said General Conditions), shall govern any contracts between the DEBTOR and the DEBTOR and SELLER. In the event of any conflict between these conditions and the conditions f any particular contract, these conditions shall take precedence.
5. Notwithstanding anything to the contrary anywhere contained should any goods be delivered to the DEBTOR or any third party by the SELLER, then in such an event the risk in and to the goods shall pass to the DEBTOR upon such delivery, provided that notwithstanding such delivery, it is specifically agreed that it is the intention of the parties that the goods shall not accede to any other property, whether movable or immovable, and that ownership of the goods shall at all time remain vested in the SELLER until the full contract price has been paid, and the DEBTOR hereby irrevocably authorizes the SELLER or its authorized agents to repossess such goods wheresoever they may be found.
6. The onus shall be on the DEBTOR to inform third parties for the SELLER'S ownership of any goods delivered, such third parties include but not the restricted to the Main Contractor, Employer and/or landlord and/or Owner of premises where the goods are stored and /or to be used.
7. In the event that the SELLER has agreed, as part of the CREDIT FACILITY, to grant a settlement or trade discount, such discounts shall only apply were full payments is received by the SELLER in accordance with the terms of the CREDIT FACILITY granted, and provided that in case of cheques or other negotiable instruments, such cheques or instruments are subsequently cleared in the normal course and without

undue delay through the SELLER'S bank and the DEBTOR's bank upon first presentation.

8. Where payments are not received on or before the due date for the payment in accordance with the terms of the CREDIT FACILITY or upon any other breach of these Conditions of the General Conditions, or any other provisions of any Contract between the parties, the SELLER shall have the option without prejudice to any of its other right to cancel or otherwise amend the CREDIT FACILITY, to cancel the aid Contract , to suspend further deliveries until such payments are received or the breach in question is remedied; and/or to charge interest, with effect from the date of delivery, on all outstanding amounts at 3% (three per centum) above of the prime rate or such other rate as may b e agreed between the parties in writing from time to time.
9. In the event that any dispute arises regarding the amount to be paid by the DEBTOR in respect of any particular contract, the DEBTOR hereby agrees to pay the full undisputed portion of the DEBTOR'S debt to the SELLER in accordance with the terms of the CREDIT FACILITY, failing which the provisions of clauses 6 and 7 hereof shall apply to the full amount of the indebtedness. Full details of all the amounts shall be given to the SELLER in writing within 30 days of the date delivery, failing which any rights in respect thereof shall be forfeited by the DEBTOR.
10. In the event of dispute over the amount owing, a certificate by the director of MAKORO TANK TECHNOLOGIES (PTY) LTD. as to the amount owing by the DEBTOR shall be prima facia evidence of the fact and sufficient for the purpose of obtain summary judgment or provisional sentence against the DEBTOR.
11. I, by my signature hereto(which appears below) do hereby bind myself in my private and individual capacity, as surely for and co-principal debtor with the customer in favour of the Company for the due performance of any obligation of the customer and for the payment to the Company by the Customer for any amounts which may now or at any time became owing to the Company by the Customer. I understand that my liability for amounts owing by the customer to Company is not limited to any credit limit granted by the Company by the Customer. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled to arising from the legal exceptions including, by not limited to:
 - a) Excussion-the right to require the Company to proceed first against the Customer for payment of any debt owing to the Company before proceeding against the surety;
 - b) Cession of action-the right to require the Company to give cession of the action for payment of debts to the surety before any action against the surety may be taken.
 - c) The right to an accounting from the Company

This suretyship is given as a continuing covering suretyship for the present and future obligations of the customer of the Company.

12. The Customer does hereby irrevocable cede, pledge, assign, transfer and make over unto and in favour of the Company all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons, companies, firms, partnerships, associations, syndicates and other legal personae whosoever ("the Customer's debtor") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the Customer to the Company.

Should it transpire that the Customer at any time entered into prior deeds of cession or otherwise disposed of any of the right title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all Customer's reversionary rights. Notwithstanding the terms of the foregoing cession, the Customer shall be entitled to institute action against any of its debtors provided that all sums of money which the customer collects from its debtors shall be collected on the Company's behalf and provided further that the Company shall at any time be entitled to terminate the Customer's right to collect such monies/debts.

13. The DEBTOR hereby chooses as its 'domicilium citundi et executandi' at the physical address of the company as detailed in the APPLICATION FORM.

14. The DEBTOR agrees that it shall be liable for all costs of any attorney and client scale, including collection commission at the rate of 11% on all moneys collected, as well as any other damages which may arise as a result of the breach by the DEBTOR of any of the provisions of this CREDIT FACILITY, or the General Conditions, or any other provisions of any contract between the parties.

15. All payments are to be made not later than the last working day of the month, after taking into account all documents processed by the SELLER-from the first to the last calendar day of each month, in which the credit terms expire.

THUS SIGNED IN THE PRESENCE OF THE UNDERSIGNED WITNESSES AT:

On this the _____ day of _____ 20 _____

1. Applicant's Signature: _____ 2. Applicant's Signature: _____

Applicant's Full Names: _____ 2. Applicant's Full Names: _____

COMPANY STAMP PLEASE

1. Witness's Signature: _____ 2. Witness's Signature _____

Witness's Full Names: _____ Witness's Full Names: _____

Home Address: _____ Home Address: _____

Phone: _____ Phone: _____