



**MATCO Marketing**  
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## CREDIT APPLICATION FORM

### PART A – APPLICANTS PARTICULARS

#### A.1 BUSINESS DETAILS

TYPE OF TRADING ENTITY (PUBLIC COMPANY/PRIVATE COMPANY/ CLOSE CORPORATION/ PARTNERSHIP/  
SOLE PROPRIETOR: \_\_\_\_\_

REGISTERED NAME: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

COMPANY / C.C REGISTRATION NUMBER: \_\_\_\_\_

INDUSTRY OR TRADE ACTIVE IN: \_\_\_\_\_

HOLDING COMPANY NAME:  
(if applicable) \_\_\_\_\_

VAT NUMBER: \_\_\_\_\_

YEAR ESTABLISHED: \_\_\_\_\_

NUMBER OF STAFF: \_\_\_\_\_

ANNUAL TURNOVER: \_\_\_\_\_

AUDITORS DETAILS: \_\_\_\_\_

#### A.2 IF NOT A JURISTIC PERSON: PROPRIETORS DETAILS

SURNAME: \_\_\_\_\_

FIRST NAMES: \_\_\_\_\_

IDENTIFICATION/ PASSPORT NO. IF NON-SA CITIZEN: \_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_

MARRIAGE (antenuptial contract / community of property): \_\_\_\_\_

Initial: .....

**A.3 ADDRESS DETAILS**

PHYSICAL BUSINESS

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON AND DESIGNATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS OF CONTACT PERSON: \_\_\_\_\_

**A.4 FINANCIAL DETAILS**

BANK: \_\_\_\_\_ ACC NO: \_\_\_\_\_

ACCOUNT TYPE: \_\_\_\_\_ BRANCH: \_\_\_\_\_

YEAR WHEN BANK ACCOUNT WAS OPENED: \_\_\_\_\_

**A.5 DETAILS OF DIRECTORS/ MEMBERS/ PARTNERS/OWNERS**

NAME	DESIGNATION	ID NUMBER	% HOLDING	RESIDENTIAL ADDRESS

**A.6 TRADE REFERENCES (NOT BANKERS)**

Reference name	Address	Telephone number	Classification of trade	Account no;	Credit Limit	Amount

**A.7 CREDIT REQUIRED**

VALUE OF CREDIT REQUIRED: \_\_\_\_\_

Initial: .....

**PART B: DEFINITIONS (applicable to Parts C, D and E)**

The "Company" shall mean MATCO MARKETING cc and its subsidiaries.

"Applicant" shall mean the applicant, for credit facilities, referred to in Part A hereof.

"Customer" shall mean the company, close corporation, partnership, proprietor or individual applying to whom the company has granted credit facilities.

**PART C: TERMS AND CONDITIONS**

1. Unless otherwise agreed in writing, the Customer undertakes to make payment within thirty days from date of statement, or such extended period authorised in writing by the Company. It must be understood that the Company reserves the right to revoke the Customer's credit terms at its sole discretion.
2. If any amount owing is not paid on due date, then the Customer shall be liable for interest at 2% above the prime overdraft interest rate as determined from time to time by the Company's Bankers, charged on the overdue amount from due date to date of payment.
3. Should the company instruct attorneys to collect any amount owing by the Customer, the Customer agrees that he/she/it will be liable for all costs, including all legal costs on the scale as between attorney and client, and collection commission that may be charged in respect of the collection thereof, together with an administration fee of 10% of the amount collected. The Customer and any surety for the obligations of the Customer as stated in part E, hereby consent in terms of Section 45 of the Magistrate's Court Act to the jurisdiction of the Magistrate's Court, having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount claimed may exceed its jurisdiction. The company, at its discretion, may elect to utilise the services of the High Court, thereby replacing the aforementioned jurisdiction of the Magistrate's Court Act with that of the High Court. All disputes shall be settled according to South African law.
4. It is a condition of this application, that if required by the Company, a person approved by the Company shall act as surety for and co-principal debtor with the Customer on the terms stated in Part E.
5. The delivery of goods and/ or the rendering of services to the Customer and the invoice in respect thereof shall be deemed to be in order, unless the Customer advises the Company to the contrary within 7 days after date of such invoice.
6. The Customer nominates as their domicilium citandi et executandi the physical business address reflected in part A.3 of this application for purposes of service of all processes, notices and the like, and any other address notified to the Company in writing from time to time.
7. Risk in the goods shall pass on delivery.
8. Should payment of any amount not be made within the credit terms approved, any discount granted or to be granted, in respect of such amount, may at the discretion of the Company be withdrawn.
9. The Company does not supply "Consignment Stock" or goods on a "Sale or Return" basis unless specifically agreed in writing.
10. Notwithstanding the delivery and possession of any goods purchased, ownership of the goods shall remain vested in the Company until the purchase price has been paid in full.
11. Should any orders be received requiring delivery outside the borders of South Africa, these goods shall be supplied on an "Ex- Works" basis, whereby the Customer shall effect additional payment for the delivery and packing of the goods, as well as payment for insurance in transit.
12. It is a prerequisite that the recipient of the goods, confirmed by their signature to the proof of delivery, is deemed to be authorised to act in this capacity for and on behalf of the Customer.
13. Should the Customer wish to invoke a dispute regarding any discrepancy in price, returns, discounts or items of a similar nature, this must be supported by the written agreement of such an arrangement signed by an authorised representative of the Company.
14. The Company shall at any time be entitled to invoke its rights, notwithstanding that the Company may previously have disregarded any particular breach or breaches of the agreement by the Customer, or that the Company may previously have accorded to the Customer expressly or by implication, permission to perform otherwise than strictly in accordance with his obligations hereunder.
15. The Customer and surety acknowledges that by signature hereof they have agreed to be bound to the terms and conditions set out here above not only in respect of the credit possibly granted in this instance, but also in relation to all increases in credit limits, variations of credit terms, the operation of more than one account and in respect of any credit granted subsequently by another company falling within the definition of Company, but not explicitly referred to in this document.

Initial: .....

**PART D: DECLARATION**

I / We do hereby apply to the Company for credit facilities and I / We have read and understood the terms and conditions as set out in Part C of this application and agree to be bound thereby. The Applicant hereby consents to the Company making enquiries about their / its credit record with any credit reference agency and other parties named herein to confirm the details of this application and obtain additional information the Company may deem necessary.

I / We warrant and certify that:

1. The information contained in this document is true and correct and I / We undertake to notify the Company of any changes to particulars given in this application;
2. I am / we are duly authorised to sign this application.

DATE: ..... SIGNED: .....

On behalf of (applicant's name and stamp) NAME OF SIGNATORY: .....

**PART E: SURETYSHIP**

I / We

a. ....in my capacity as.....of the customer

ID NO.....PHYSICAL ADDRESS:.....

.....

b. ....in my capacity as.....of the customer

ID NO.....PHYSICAL ADDRESS:.....

.....

c. ....in my capacity as.....of the customer

ID NO.....PHYSICAL ADDRESS:.....

.....

which I / we hereby choose as my / our domicilium citandi et executandi do hereby bind myself / ourselves jointly and severally in solidum with the customer hereinabove stated to and in favour of MATCO MARKETING cc, its subsidiaries and subsidiary companies of its holding company (the "creditors") as surety(ies) for and co-principal debtor(s) with the customer for the due payment of all debts and other monies due of whatsoever nature and howsoever arising by the customer to the creditors from time to time. I / We hereby renounce the benefits of the legal exceptions of excussion and division, cession of action and no value received and all or any exceptions which could or might be pleaded to any claim by the creditors against me / us, with the meaning, force and effect of all which exceptions I / We declare myself / ourselves to be fully acquainted. I / We furthermore agree that the terms and conditions in Part C above shall mutatis mutandis be applicable to this suretyship.

THUS DONE and SIGNED by me / us on this the ..... day of ..... 2011 in the presence of the undersigned witnesses.

Initial: .....

AS SURETY(IES):

- a. ....
- b. ....
- c. ....

AS WITNESSES:

- 1. ....
- 2. ....
- 3. ....

Have you signed surety for any other party? If so, please list:

- 1. ....
- 2. ....
- 3. ....
- 4. ....
- 5. ....

- Please attach the following to your credit application:
- Copy of identification document for persons in A2 and A5
- Copy of Certificate of Incorporation / Founding Statement / Certificate to commence business
- VAT Clearance Certificate
- Blank Company Letterhead
- Most recent Company / Close Corporation / Partnership Annual Financial Statements
- Letter of Credit from your Bankers
- Proof of insurance

**Important note:**

It is imperative that the ORIGINAL credit application is returned to us and that all questions and information is complete as incomplete / unfurnished data may result in your application for credit being rejected or delayed.

In the event that you are unsure as to what data needs to be provided or you require any assistance, please contact the debtors department on 011 452-7961.

Initial: .....