

D&E Steel (PTY.) LTD

Reg. No. 2008/013736/07

VAT no. 4330251937

Cnr. Strand & Wimbledon Rd
Blackheath

PO Box 1051
KUILSRIVIER
7579

Tel : (021) 905 0013 / (021) 905 0014
Fax : (021) 905 0015

CREDIT APPLICATION FORM

REGISTERED NAME OF CO/CC: _____

TRADING NAME: _____

SOLE OWNER	PARTNERSHIP	COMPANY	CC	CO-OP
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POSTAL ADDRESS: _____

CODE: _____

DELIVERY ADDRESS: _____

CODE: _____

TELEPHONE NO: _____ FAXNO: _____

REGISTRATION NUMBER OF CO. OR CC: _____

VAT REGISTRATION NO: _____

E-mail _____ Associated Companies _____

DETAILS OF THE PROPRIETOR/DIRECTORS/MEMBERS

FULL NAMES	ADDRESS	ID NO	TEL. NO
1.			
2.			
3.			
4.			

APPLICANT'S AUDITORS: _____

ACCOUNTANT: _____

BUYER: _____

BUSINESS PREMISES: OWNED _____ RENTED: _____

LANDLORD TEL.NO: _____

BANK: _____

BRANCH: _____ ACCOUNT NO: _____

TRADE REFERENCES

COMPANY NAME	TEL.NO	CONTACT PERSON
1.		
2.		
3.		

AMOUNT OF CREDIT REQUIRED PER MONTH R _____

APPLICATION FORM PAGE 2

The undersigned, for and on behalf of _____
hereinafter referred to as the "Applicant"

Agrees to the following terms and conditions in regard to the items purchased from either

D & E Steel (Pty) Ltd; D & E Reinforcing (Pty) Ltd; D & E Steel Service Centre (Pty) Ltd

1. Applicant shall make payment of interest at 2% above the prime overdraft rate as charged from time to time by ABSA Bank of SA Ltd., from due date to actual date of payment.
2. As security for the due fulfillment of its obligations to the creditor, Applicant hereby cedes assigns and transfers in favor of the Creditor all its rights, title and interest in and to such goods and materials as may have been supplied by the Creditor to the Applicant until such time as the goods and materials have been paid for in full.
3. The Company shall be entitled, but not obliged, to institute any legal proceedings against the Applicant in any Magistrates court having jurisdiction over it, even though the cause of action is beyond the jurisdiction of that court.
4. In the event of the Company instructing its agents or attorneys to recover monies from the Applicant, the Applicant shall be liable for and pay all legal costs incurred by the Company on the attorney client scale, including collection commission.
5. In the event of a dispute between the parties, the Applicant agrees that these terms and conditions shall take precedence over the Applicants terms and conditions and shall be appropriately implemented.
6. Should the Applicant breach any of the provisions of this contract, or any other contract with the Company, or have any of its cheques returned unpaid by its bankers, then without any prejudice to any of the other rights of the Company against the Applicant, all amounts owing by the Applicant to the Company whether or not then due and payable shall immediately become due and payable in one sum on demand.
7. The Applicant appoints his address on the first page as his domicilium citandi et executandi for all purposes relating to this agreement.
8. No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions shall effect or prejudice any of the subsequent rights of the Company, and no such matter shall be treated as any evidence of waiver of the Company rights there under, nor shall any waiver of a breach by Applicant of any one or more of these conditions operate as a waiver of subsequent breach thereof.
9. By signing this Application, the responsible person hereby confirms that he/she is informed of and agrees to the General Conditions of Sale of the company, as made available on the company website: **www.degroupp.co.za**
10. All accounts are payable within 30 days except where otherwise agreed to in writing.
11. Signature of responsible official who warrants his/her authority to sign this document on behalf of the Applicant.

DATE: _____

AUTHORISED SIGN: _____

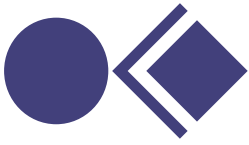
WITNESS: _____

PRINT NAME: _____

PRINT NAME: _____

CAPACITY: _____

CAPACITY: _____



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DEED OF SURETYSHIP

I the undersigned do hereby bind myself unto and in favor of D & E Steel (Pty) Ltd; D & E Reinforcing (Pty) Ltd and D & E Steel Service Centre (Pty) Ltd (hereinafter referred to as "the Creditor") as surety in solidum for a _____ and joint co-principal debtor with _____ (hereinafter referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditor for any cause of indebtedness howsoever arising. My liability hereunder shall in no way be affected or diminished if the Creditor either now holds or in the future obtains additional suretyships, guarantees or securities whether real or personal, in respect of the debts of the Principal Debtor. This suretyship and undertaking shall be a continuing covering security for any present or future indebtedness of the Principal Debtor to the Creditor, and shall remain in full force and effect notwithstanding any fluctuation in or even temporary extinction of such indebtedness.

The Creditor shall be entitled without reference or notification to me and without affecting its rights hereunder, or releasing me here from-

1. to release other sureties, and/or securities
2. to grant the Principal Debtor extensions of time for payment
3. to compound or to make any other arrangements with the Principal Debtor for the discharge of the Principal Debtor's indebtedness
4. to alter or vary any present or future agreement between the Principal Debtor and the Creditor
5. if the Principal Debtor shall be declared insolvent (provisionally or finally) to accept any dividend in respect of the Principal Debtor's indebtedness and also to any securities, guarantees or suretyship arising out of such insolvency, or
6. To accept any offer of compromise made by or on behalf of the Principal Debtor, whether then insolvent or otherwise.

I bind myself in the event of the estate of the Principal Debtor being declared insolvent, not to file any claim against the estate of the Principal Debtor in competition with the Creditor.

In respect of all contracts concluded or to be concluded by the Principal Debtor with the Creditor I warrant that each such contract was or will be at the time of conclusion within the scope of the authority, powers and objects of the Principal Debtor, and that (where applicable) all resolutions of and signatures by Directors/Members or Representatives of the Principal Debtor, were or in the case of future contracts, will be properly and with due authority passed and/or executed and/or made. If there shall in respect of any such contract be any breach of the terms of this warranty, then I assume the liability to the Creditor, which any such contract purported to impose upon the principal Debtor. All admissions or acknowledgements of indebtedness made or given by the Principal Debtor to the Creditor shall bind me. As security for the fulfillment of all obligations hereby undertaken in favor of the Creditor, I do hereby cede; assign, transfer and make over unto and in favor of the Creditor all right, title and interest in and to any amounts which are now, or which may hereafter become owing to me by the Principal Debtor from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing at the date hereof, the foregoing cession in favor of the Creditor of any right of action which I may now or at any future time have against the prior cessionary. For the purpose of any action against me a certificate by a director of the Creditor (whose appointment, qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the facts therein stated. I hereby renounce the benefits of the legal exceptions "excussion", "division", "de duobus vel pluribus reis debendi" and "no value received" with the full force, meaning and effect of all of which I declare myself to be fully acquainted. I hereby consent in terms of Section 45 of the Magistrate's Court Act, 1944, to the Creditor taking any legal proceedings for the recovery of monies claimable hereunder or otherwise in the Magistrate's Court for any district having jurisdiction in respect of my person by virtue of Section 28 of the aforesaid Act. Notwithstanding the afore going the Creditor shall be entitled in its discretion to take any such legal proceedings in any other court of competent jurisdiction.

SIGNED at _____ THIS _____ DAY OF _____

Signature: _____ WITNESS: _____

Signature: _____ WITNESS: _____