

**CONFIDENTIAL**

**KZN ENVELOPES**

**APPLICATION FOR CREDIT FACILITIES:**

1. TRADING NAME : \_\_\_\_\_
2. REGISTERED NAME : \_\_\_\_\_
3. COMPANY / CLOSED CORPORATION / PARTNERSHIP / SOLE PROP.
4. IF CLOSED CORPORATION / COMPANY PLEASE FURNISH REGISTRATION NUMBER \_\_\_\_\_
5. DATE FORMED : \_\_\_\_\_
6. PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
7. POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_
8. PHONE : \_\_\_\_\_ FAX : \_\_\_\_\_
9. CONTACT PERSON NAME : \_\_\_\_\_ DESIGNATION : \_\_\_\_\_
10. VAT REGISTRATION NO. \_\_\_\_\_

**11. DETAILS OF DIRECTORS/MEMBERS/PARTNERS/OWNER:**

- |                            |                           |
|----------------------------|---------------------------|
| NAME : _____               | NAME: _____               |
| RESIDENTIAL ADDRESS: _____ | RESIDENTIAL ADDRESS _____ |
| _____                      | _____                     |
| PH. NO. (H) _____          | PH. NO.(H) _____          |
| ID. NO. _____              | ID. NO. _____             |

**12. TRADE REFERENCES:**

- |                                  |                                  |
|----------------------------------|----------------------------------|
| NAME: _____                      | NAME : _____                     |
| ADDRESS: _____                   | ADDRESS: _____                   |
| _____                            | _____                            |
| TELEPHONE NO. _____              | TELEPHONE NO. _____              |
| CONTACT PERSON: _____            | CONTACT PERSON: _____            |
| _____                            | _____                            |
| AVERAGE MONTHLY PURCHASES: _____ | AVERAGE MONTHLY PURCHASES: _____ |

13. BANK: \_\_\_\_\_ BRANCH CODE : \_\_\_\_\_  
ACCOUNT NAME : \_\_\_\_\_ ACCOUNT NO.: \_\_\_\_\_
14. CREDIT REQUIRED:    R \_\_\_\_\_
15. ARE THE DIRECTORS/MEMBERS/PARTNERS/OWNERS PREPARED TO SIGN GUARANTEES ? \_\_\_\_\_

16. I/WE HEREBY AUTHORISE KZN ENVELOPES cc. TO MAKE USE OF THE INFORMATION CONTAINED HEREIN AND TO CONTACT ANY PERSON AND/OR UNDERTAKING NAMED HEREIN IN ORDER TO DETERMINE WHETHER OR NOT TO OPEN AN ACCOUNT FOR ME/US.

17. I/WE WARRANT AND CERTIFY THAT :

17.1 THE ABOVE INFORMATION IS TRUE AND CORRECT:

17.2 I AM/WE ARE DULY AUTHORISED TO SIGN THIS APPLICATION FOR CREDIT FACILITIES :

17.3. I/WE HAVE READ AND UNDERSTAND THE CONDITION OF CREDIT SET OUT ON THE FOLL. PAGE AND AGREE TO BE BOUND THEREBY.

SIGNED: \_\_\_\_\_ COMPANY STAMP: \_\_\_\_\_

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

DESIGNATION: \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR OFFICE USE ONLY**

GENERAL REMARKS BY REPRESENTATIVE : \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE APPROVED & SIGNED: \_\_\_\_\_

DATE DECLINED & SIGNED: \_\_\_\_\_

**KZN ENVELOPES CC. - DETAILS**

TELEPHONE : (031) 465 3992 / (031) 465 1669

CELL : 083 546 4404

FACSIMILE : (031) 465 3956

PHYSICAL ADDRESS : 21 FOREST PLACE, SEAVIEW, DURBAN, 4094

POSTAL ADDRESS : P.O.BOX 41259, ROSSBURGH, 4072

EMAIL ADDRESS : [kzn@eca.co.za](mailto:kzn@eca.co.za)

CC REG. NO. : CK 2005/032006/23

VAT REG. NO. : 4180219224

BANKING DETAILS : NEDBANK

ACCOUNT NAME : KZN ENVELOPES

BRANCH : MOBENI

ACCOUNT NO. : 1195002491

BRANCH CODE : 119526

## CONDITIONS OF CREDIT

- 1.1. A CREDIT ACCOUNT SHALL BE OPENED BY **KZN ENVELOPES** IN THE NAME OF THE ACCOUNT HOLDER
- 1.2. THE CREDIT LIMIT APPLICABLE TO THE CREDIT ACCOUNT IS THE SUM OF R \_\_\_\_\_  
OR SUCH OTHER AMOUNT AS **KZN ENVELOPES** MAY FROM TIME TO TIME NOTIFY IN WRITING.
2. THE ACCOUNT HOLDER SHALL FAITHFULLY OBSERVE THE CREDIT LIMIT APPLICABLE TO THE ACCOUNT AS NOTIFIED FROM TIME TO TIME IN WRITING.
- 3.1. IN THE EVENT OF THE ACCOUNT HOLDER AT ANY TIME EXCEEDING THE CREDIT LIMIT, OR IN THE EVENT OF ANY AMOUNT NOT BEING PAID ON DUE DATE, THEN **KZN ENVELOPES** SHALL HAVE THE RIGHT, IN ITS DISCRETION, TO REFUSE TO EXCEPT ANY GOODS FROM THE ACCOUNT HOLDER FOR DISPATCH, WITHOUT INCURRING ANY LIABILITY TO ANY PARTY IN RESPECT OF SUCH REFUSAL.
- 3.2. THE ACCOUNT HOLDER SHALL QUERY ANY DEBIT RAISED ON THE MONTHLY STATEMENT OF ACCOUNT WITHIN 14 (FOURTEEN) DAYS FROM DATE OF POSTING THEREOF, FAILING WHICH ALL DEBITS APPEARING ON THE STATEMENT OF ACCOUNT SHALL BE DEEMED TO BE CORRECT AND LAWFULLY RAISED AGAINST THE ACCOUNT.
- 3.3. ALL PAYMENTS MADE BY THE ACCOUNT HOLDER TO **KZN ENVELOPES** SHALL BE CREDITED FIRSTLY TO THE CHANGES REFERRED TO IN 11 HEREOF, THEREAFTER TO INTEREST CHARGES REFERRED TO IN 3.1. HEREOF AND FINALLY TO THE PRINCIPAL DEBT.
4. THE ACCOUNT HOLDER SHALL NOT BE ENTITLED TO WITHHOLD PAYMENT OF ANY AMOUNT DUE IN TERMS HEREOF BY VIRTUE OF ANY CLAIM THE ACCOUNT HOLDER MAY HAVE FOR COMPENSATION FOR LOSS OF OR DAMAGE TO GOODS, OR FOR ANY OTHER REASON WHATSOEVER.
- 5.1. **KZN ENVELOPES** MAY AT ANY TIME AND WITHOUT SUPPLYING ANY REASONS, SUMMARILY TERMINATE THEIR AGREEMENT, IN WHICH EVENT THE FULL AMOUNT OF THE ACCOUNT HOLDERS INDEBEDNESS TO **KZN ENVELOPES** SHALL IMMEDIATELY BECOME DUE AND PAYABLE.
- 5.2. **KZN ENVELOPES CC.** RESERVES THE RIGHT TO AT ANY TIME REVIEW THE EXTENT OF THE FACILITIES GRANTED HEREUNDER AND, IN ITS SOLE DISCRETION, TO INCREASE OR DECREASE THE CREDIT LIMIT REFERRED TO IN 1.2. HEREOF, AND FOR THE PURPOSE HEREOF THE ACCOUNT HOLDER AGREES TO FURNISH **KZN ENVELOPES CC.** WITH SUCH INFORMATION AND DOCUMENTATION AS **KZN ENVELOPES CC.** MAY REQUIRE TO ENABLE IT TO REVIEW THE SAID FACILITIES.
6. THE ACCOUNT HOLDER SHALL, IF CALLED UPON TO DO SO BY **KZN ENVELOPES CC.** FURNISH AN APPROVED GUARANTEE ISSUED BY A FINANCIAL INSTITUTION IN FAVOUR OF **KZN ENVELOPES CC.** FOR SUCH AMOUNT AS MAY BE DETERMINED BY **KZN ENVELOPES CC.** THIS AGREEMENT SHALL NOT BE OF ANY FORCE OR EFFECT UNTIL SUCH TIME AS **KZN ENVELOPES CC.** HAS APPROVED AND ACCEPTED THE SAID GUARANTEE.
- 7.1. THE ACCOUNT HOLDER SHALL NOT BE ENTITLED TO CEDE OR ASSIGN ANY OF ITS RIGHTS, TITLE OR INTEREST IN OR TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF **KZN ENVELOPES CC.**
- 7.2. IN THE EVENT OF THE ACCOUNT HOLDER GRANTING THE RIGHT AND AUTHORISING ANY OTHER PERSON AND/OR UNDERTAKING TO DESPATCH AND/OR RECEIVE GOODS ON THE ACCOUNT HOLDERS ACCOUNT, THEN THE ACCOUNT HOLDER SHALL BE LIABLE FOR ALL DEBITS .
- 7.3. THE ACCOUNT HOLDER SHALL BE ENTITLED TO TERMINATE ANY AUTHORISATION GRANTED IN TERMS 7.2. ABOVE BY GIVING TO **KZN ENVELOPES CC.** 30 (THIRTY) DAYS NOTICE IN WRITING OF THE INTENTION TO SO TERMINATE SUCH AUTHORISATION; THE ACCOUNT HOLDER SHALL REMAIN LIABLE, UNTIL EXPIRY OF THE SAID NOTICE PERIOD, FOR ALL DEBITS RAISED AGAINST THE ACCOUNT IN RESPECT OF GOODS DESPATCHED AND/OR RECEIVED BY THE PERSON AND/OR UNDERTAKING SO AUTHORISED.
8. NO AMENDMENT OR VARIATION, OR ADDITION TO, THIS AGREEMENT SHOULD BE OF ANY FORCE OR EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES HERETO.
9. SHOULD THE ACCOUNT HOLDER BE DECLARED INSOLVENT, OR BE PLACED IN LIQUIDATION, OR ENTER INTO ANY COMPROMISE WITH HIS CREDITORS, OR NOT SATISFY ANY JUDGEMENT WITHIN 10 DAYS AFTER THE GRANT THEREOF, THEN HE SHOULD IMMEDIATELY NOTIFY **KZN ENVELOPES CC.** IN WRITING OF SUCH OCCURANCE.
10. THE PARTIES HEREBY CONCENT TO THE JURISDICTION OF THE MAGISTRATES COURT IN RESPECT OF ALL LITIGATION ARISING OUT OF THIS AGREEMENT.
11. THE ACCOUNT HOLDER SHALL BE LIABLE ON THE SCALE AS BETWEEN ATTORNEY AND CLIENT, FOR ALL LEGAL COST WHICH **KZN ENVELOPES CC.** INCUR IN THE ENFORCEMENT OF ITS RIGHTS IN TERMS OF THIS AGREEMENT, INCLUDING COLLECTION FEES AND TRACING CHARGES.
12. THE ACCOUNT HOLDER CHOOSES THE FOLLOWING ADDRESS AS HIS DOMICILIUM CITANDI ET EXECUTANDI FOR ALL PURPOSES ARISING OUT OF THIS AGREEMENT:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**DEED OF SURETYSHIP**

I/WE THE UNDERSIGNED \_\_\_\_\_

WITH PHYSICAL ADDRESS AT \_\_\_\_\_

IDENTITY NUMBER \_\_\_\_\_

DO HEREBY BIND MYSELF/OURSSELVES JOINTLY AND SEVERALLY, AS SURETY/IES AND CO-PRINCIPLE DEBTOR/S  
IN SOLIDUM, WITH

COMPANY NAME & REGISTRATION NO. \_\_\_\_\_ HEREINAFTERSTYLED THE  
“DEBTOR” FOR PAYMENT ON DEMAND TO KZN ENVELOPES CC. (HEREINAFTER STYLED THE “CREDITOR”

OF CERTAIN SUMS OF MONEY WHICH THE DEBTOR MAY NOW AND FROM TIME TO TIME HEREAFTER OWE OR BE  
INDEBTED TO THE CREDITOR FROM WHATSOEVER CAUSE ARISING, WHETHER SUCH INDEBTEDNESS BE  
INCURRED BY THE DEBTOR SOLELY OR JOINTLY OR IN PARTNERSHIP WITH ANY OTHER PERSON, COMPANY,  
ASSOCIATION OR OTHER LEGAL PERSONS.

1. IT IS HEREBY AGREED AND DECLARED THAT ALL ADMISSIONS AND ACKNOWLEDGMENTS OF INDEBTEDNESS SHALL BE BINDING ON ME/US AND, THAT THE CREDITOR SHALL BE BINDING ON ME/US AND, THAT THE CREDITOR SHALL BE AT LIBERTY, WITHOUT AFFECTING THE RIGHTS OF THE CREDITOR HEREUNDER, TO RELEASE SECURITIES AND TO GIVE TIME TO OR COMPOUND OR MAKE ANY OTHER ARRANGEMENTS WITH THE DEBTOR OR ANY OTHER PERSON, ENTITY AFORESAID WITHOUT REFERENCE TO OR APPROVAL BY ME/US, AND THAT IN THE EVENT OF LIQUIDATION, JUDICIAL MANAGEMENT, INSOLVENCY OR COMPROMISE, NO DIVIDEND OR PAYMENTS WITH THE CREDITOR MAY RECEIVE FROM THE DEBTOR OR ANY OTHER PERSON, ENTITY OR FROM ME/US, SHALL AFFECT MY LIABILITY TO THE FULL EXTENT OF THE SURETYSHIP FOR THE BALANCE OWING AFTER RECIEPT OF SUCH DIVIDENDS OR PAYMENTS.
2. I/WE HEREBY CEDE TO THE CREDITOR, MY/OUR RIGHT, TITLE THE INTEREST IN AND TO ANY AMOUNTS DUE TO ME/US BY THE DEBTOR BY REASON OF ANY LOAN OR OTHER ACCOUNT AS SECURITY FOR EACH AND EVERY AMOUNT WHICH THE DEBTOR IS AT PRESENT INDEBTED TO THE CREDITOR OR MAY IN FUTURE BECOME INDEBTED TO THE CREDITOR .
3. IN THE EVENT OF ANY LIQUIDATION, JUDICIAL MANAGEMENT, OR SEQUESTRATION OF THE DEBTOR, I/WE BIND MYSELF/OURSSELVES NOT TO FILE ANY CLAIM AGAINST THE DEBTOR IN COMPETITION WITH THE CREDITOR, FUTHER, IN THE EVENT OF ANY COMPOSITION OR COMPROMISE BY THE DEBTOR WHETHER IN TERMS OF THE COMPANY LAWS OR INSOLVENCY LAWS, I/WE ALSO UNDERTAKE NOT TO FILE ANY CLAIM AGAINTS THE DEBTOR IN COMPETITION WITH THE CREDITOR.
4. I/WE RENOUNCE THE BENEFITS OF :
  - 4.1. EXCUSSION- BY RENOUNCING THIS BENEFIT, I/WE UNDERSTAND THAT THE CREDITOR/S BECOME/S ENTITLED TO SUE ME/US FOR THE FULL AMOUNT OWING UNDER THIS SURETYSHIP WITHOUT FIRST PROCEEDING AGAINST THE DEBTOR/S.
  - 4.2. DIVISION- BY RENOUNCING THIS BENEFIT, I/WE UNDERSTAND THAT WHERE THERE IS MORE THAN 1 SURETY FOR THE DEBTOR/S OBLIGATIONS, THE CREDITOR/S WILL BE ENTITLED TO SUE EACH SUCH SURETY FOR THE FULL AMOUNT OWING UNDER THIS SURETYSHIP AND NOT ONLY FOR PRO RATA SHARE.
  - 4.3. CESSION OF ACTION- BY RENOUNCING THIS BENEFIT I/WE UNDERSTAND THAT THE CREDITOR/S BECOME/S ENTITLED TO SUE ME/US WITHOUT FIRST CEDING THE CREDITORS RIGHT OF ACTION AGAINST THE DEBTOR/S TO ME/US.

FOR THE PURPOSE OF ANY ACTION AGAINST ME/US HEREUNDER, FOR PROVISIONAL SENTENCE, SUMMARY JUDGEMENT OR OTHERWISE, A CERTIFICATE BY A MANAGER OR ACCOUNTANT OF THE CREDITOR WHOSE AUTHORITY NEED TO BE PROVEN, AS TO THE AMOUNT OWING BY THE DEBTOR PLUS INTEREST AND COST AND TO THE EFFECT THAT DUE DATE OF PAYMENT OF SUCH AMOUNT HAS ARRIVED OR STATING ANY DETAIL RELATING TO ANY PURCHASE OR TRANSACTION SHALL BE SUFFICIENT AND SATISFACTORY PROOF OF THE FACTS THEREIN STATED, UNLESS I/WE THE DEBTOR (S) IS ABLE TO PROOF TO THE CONTRARY. IN THE EVENT OF ANY LEGAL ACTION ARISINGT OUT OF THIS DEED OF SURETYSHIP, I/WE UNDERTAKE TO PAY COST ON THE SCALE AS BETWEEN ATTORNEY AND CLIENT, COLLECTION AND COMMISSION AND STATUTORY INTEREST A TEMPORE MORAE OR AS AGREED BETWEEN THE CREDITOR AND DEBTOR, WHICHEVER SHALL BE HIGHER.

I/WE DO HEREBY CONCENT TO THE JURISDICTION OVER MY/OUR PERSON IN TERMS OF SECTION 28 OF THE MAGISTRATE’S COURT ACT NUMBER 32 OF 1944, AS AMENDED, IN RESPECTOF ANY CLAIM ARISING OUT OF THIS DEED OF SURETYSHIP NOTWITHSTANDING THE FACT THAT THE VALUE OF SUCH CLAIM MAY EXCEED THE LIMITS OF THE MAGISTRATE’S COURT JURISDICTION. NOTWITHSTANDING MY/OUR CONCENT TO THE JURISDICTION OF THE MAGISTRATE’S COURT HAVING JURISDICTION OVER MY/OUR PERSON IN TERMS OF SECTION 28 OF THE MAGISTRATE’S COURT ACT NUMBER 32 OF 1944, AS AMENDED, I/WE AGREE THAT THE CREDITOR SHALL, AT ITS OWN OPTION AND DISCRETION, BE ENTITLED TO ISSUE SUMMONS IN ANY COMPETENT SUPREME COURT IN WHICH EVENT THE CREDITOR WILL BE ENTITLED TO CLAIM LEGAL COST ON THE APPLICABLE SUPREME COURT SCALE AND MY/OUR CONCENT TO THE JURISDICTION OF THE MAGISTRATE’S COURT SHALL IN NO WAY PREJUDICE ANY OF THE RIGHTS OF THE SAID CREDITOR TO INSTITUTE PROCEEDINGS IN A COMPETENT SUPREME COURT.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

AS WITNESSES:  
NAME \_\_\_\_\_  
SURETY & CO-PRINCIPAL DEBTOR

ADDRESS: \_\_\_\_\_  
IDENTITY NO. \_\_\_\_\_