

APPLICATION FOR INCIDENTAL CREDIT

APPLICANT'S INFORMATION

Registered name of business entity _____

Registration number _____ VAT Registration number _____

Trading name of business _____

Postal Address _____ Postal Code _____

Physical Address _____ Postal Code _____

Telephone number _____ Fax number _____

How long ago was the business established? _____ Date of registration _____

Credit limit required _____

Please state if business/proprietorship has ever been insolvent or offered a compromise to creditors _____

PARTICULARS OF DIRECTORS / MEMBERS / PARTNERS / OWNERS

1) Name and Surname

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Identity number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Residential address: _____

Home telephone number: _____

2) Name and Surname

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Identity number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Residential address: _____

Home telephone number: _____

3) Name and Surname

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Identity number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Residential address: _____

Home telephone number: _____

4) Name and Surname

Date of birth

D	D	M	M	Y	Y	Y	Y
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 Identity number

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Residential address: _____

Home telephone number: _____

Our customers are **PEOPLE**, not vehicles.



MIX TELEMATICS AFRICA (PTY) LTD
 REG. 2004/019797/07 VAT. 4610216287

✗ BANKING INFORMATION

Name of bankers	_____	Branch	_____
Account number	_____	How long in operation:	_____ Years
Account name	_____		

✗ DETAILS OF PRINCIPAL TRADE SUPPLIERS

1) Name of supplier	_____	Telephone number	_____
Average monthly purchase amount	_____	Terms	_____
2) Name of supplier	_____	Telephone number	_____
Average monthly purchase amount	_____	Terms	_____
3) Name of supplier	_____	Telephone number	_____
Average monthly purchase amount	_____	Terms	_____

✗ I, the Applicant or its duly authorised agent,
 hereby apply for incidental credit from MIX TELEMATICS AFRICA (PTY) LTD (“MiX”); and
 bind the Applicant to the General Conditions attached with which I am fully acquainted; and
 warrant that the information submitted is true and correct.

_____ **SIGNATURE** _____ **DATE & PLACE**
 who warrants that he is authorised to sign on
 behalf of the Applicant,
 _____ **FULL NAME** _____ **CAPACITY**

COMPANY STAMP:

FOR OFFICE USE ONLY

Approved	Rejected	Date	Sales Code
Name of applicant/purchaser _____			
Name of company _____			
Terms _____		Credit Limit _____	
Comments _____			

GENERAL CONDITIONS

1. GRANTING OF CREDIT

MiX shall keep the Applicant informed whenever MiX grants, refuses or withdraws incidental credit. MiX will also keep the Applicant informed of the detail, if incidental credit is granted (e.g. how much the Applicant should pay MiX). If the Applicant does not pay MiX when he/she is supposed to, MiX will notify the Applicant and then stop providing incidental credit to the Applicant.

2. PRICES

The purchase price of the goods and/or services as it appears on any invoice is not subject to any discount.

3. PAYMENT

3.1. Payment terms are determined in the Applicant's agreement with MiX (which agreement will either be the customer agreement or the fitment centre agreement).

3.2. Payment shall not be set off against or withheld on account of any counterclaims of the Applicant.

3.3. If the Applicant does not pay MiX when payment is due, the full balance outstanding will immediately become due and payable without notice.

3.4. If the Applicant pays MiX via a cheque or any other negotiable instrument, the Applicant will be regarded as having paid when the bank pays MiX as a result of the cheque or negotiable instrument.

4. RESERVATION OF OWNERSHIP

All goods will belong to MiX until the Applicant has paid MiX in full for those goods, even if the Applicant is in possession of the goods.

5. DELIVERY

The Applicant agrees that—

5.1. the date that MiX indicated that goods will be delivered is only an estimate and might change. The Applicant cannot claim anything (including consequential loss or damage) from MiX if the goods are not delivered on the date indicated by MiX;

5.2. When a copy of a delivery note or an invoice is signed on behalf of the Applicant, that document proves the number of goods received by the Applicant.

6. SALE OF BUSINESS

If the Applicant is an unincorporated business or partnership then, even if the business is sold, the sole proprietor or partner (jointly and severally) at the date of delivery of goods to the Applicant shall be liable for payment to MiX of all amounts owing to MiX in respect of the goods delivered.

7. ESTOPPEL

If the Applicant creates an impression and MiX, in good faith acts accordingly, the Applicant cannot deny liability.

8. COSTS

If the Applicant does not pay MiX the money when it should and MiX takes any steps to collect that money, the Applicant will be responsible for the cost of all those reasonable steps. Should MiX suffer any damages due to the late payment of any amount due by the Applicant then MiX may recover such losses from the Applicant.

9. DOMICILIA

Any type of notice to the Applicant regarding this application will be sent to the address indicated on the front page. Any type of notice to MiX regarding this application will be sent to the Managing Director at: Matrix Corner, Howick Close, Bekker Road, Waterfall Office Park, Midrand,

10. DISCLOSURE OF FINANCIAL STATEMENTS

If required, the Applicant will make their financial statements available.

11. JURISDICTION

The Applicant agrees to the jurisdiction of the Magistrates' Court in terms of section 45 of the Magistrates' Court Act (No. 32 of 1944 as amended). MiX may still approach any relevant court, should it wish to do so.

12. GENERAL

12.1. The Applicant permits MiX to use the information the Applicant has provided, including information about its employees and principals, to assess the credit worthiness of the Applicant.

12.2. MiX and its agents shall not be liable to the Applicant or any third party for any loss of any nature.

12.3. If MiX or the Applicant allows the other to do something that is against the rights contained in this document, it does not mean that the party has given up their rights in the matter.

12.4. MiX shall be entitled to cede this agreement.

12.5. If this application needs to change, it needs to be documented and MiX and the Applicant need to sign it.

12.6. If there is another document between MiX and the Applicant about granting of incidental credit, that part of the document will not be of any force and this document will apply.

12.7. The Applicant will assist MiX with anything in order to comply with any law.

SURETYSHIP

I hereby bind myself in my **PERSONAL CAPACITY** as surety and co-principal debtor with the Applicant for the payment to MiX Telematics Africa (Proprietary) Limited (“MiX”) of any amounts which are at any time owing to MiX by the Applicant from whatever cause.

I accept the jurisdiction and responsibility for legal costs as set out in the General Conditions and renounce (give up) the benefit of the following legal exceptions, the force, meaning and effect of which I declare myself to be fully acquainted:

- a “*non-causa debiti*” (I will have the onus of proving that there was no cause for the debt); and
- b “*ordinis seu excussionis et divisionis*” (I will not be able to require that MiX claims the debt from the Applicant first and I will also not be able to require MiX to claim from all sureties. That means that MiX can recover the entire debt from me even if there are other sureties); and
- c “*errori calculi*” (I will not be able to defend any claim by arguing that the amount has been incorrectly calculated).

This means that by renouncing (giving up) these exceptions the burden of proof is simply transferred to me (the surety)

Surety 1

Witness 1

Name in Full

Name in Full

Date and Place

Date and Place

Signature

Signature

Identity Number

Surety 2

Witness 2

Name in Full

Name in Full

Date and Place

Date and Place

Signature

Signature

Identity Number