



INDEPENDENT BUSINESS SYSTEMS (PTY) LTD.

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DISTRIBUTION PARTNER

Account Number:

APPLICATION FOR CREDIT FACILITIES INCORPORATING A DEED OF SURETYSHIP

APPLICANT:

(PLEASE ATTACH COPIES OF COMPANY LETTERHEAD, COMPANY REGISTRATION DOCUMENTS, VAT REGISTRATION CERTIFICATE AND ID DOCUMENT/S OF AUTHORIZED SIGNATORY/IES OF APPLICANT)

NAME OF BUSINESS										POSTAL ADDRESS									
IDENTITY NUMBER OF APPLICANT										BUSINESS ADDRESS									
HOME TELEPHONE:																			
FAX NUMBER:																			
E-MAIL:																			
CELL NUMBER:																			

TYPE OF BUSINESS:

<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	(Pty) Ltd	<input type="checkbox"/>	Ltd	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Syndicate	<input type="checkbox"/>	Closed Corp. N°	<input type="checkbox"/>	Association	<input type="checkbox"/>	

Nature of Business			N° of Trading Years			
Full	Name	of	Street Address	Identity Number		
Shareholders/Members/Directors/Owners/Partners						
1.						
2.						
3.						
4.						
Bankers & Branch			Account Number			

CREDIT LIMIT REQUESTED: N\$..... NOTE: TERMS ARE STRICTLY 7 (SEVEN) DAYS FROM DATE OF INVOICE.

Auditors (Name & Address)

N.B. Are premises Owned/Leased/Rented? If Leased/Rented, please supply Landlords Name and Postal Address

NAME										ADDRESS									

<input type="checkbox"/>	NEW BUSINESS	<input type="checkbox"/>	EXISTING CLIENT	<input type="checkbox"/>	UPGRADE
VAT REGISTRATION N°					

Reg. No.: 94/232 Managing Director: John T. Moolman

Swakopmund Branch
 Tel: 064 - 405 071
 Fax: 064 - 405 072

Walvis Bay Branch
 Tel: 064 - 205 144
 Fax: 064 - 205 148

Oshakati Branch
 Tel: 065 - 221 441
 Fax: 065 - 221 445

Oshikango Branch
 Tel: 065 - 265 353
 Fax: 065 - 265 352

Rundu Branch
 Tel: 066 - 267 035
 Fax: 066 - 267 036

Keetmanshoop Branch
 Tel: 063-224 289
 Fax: 063-222 271

SALES & SERVICES: KYOCERA DIGITAL COPIERS / PRINTERS / FAXES / SCANNERS
 DUPLICATORS, PERSONAL COMPUTERS & LASER PRINTERS / SHREDDERS & ALL OTHER ELECTRONIC OFFICE EQUIPMENT

WHERE THE CUSTOMER COMES FIRST

TRADE REFERENCES :

NAME : _____ **TEL NO.** _____

1.		
2.		

CONDITIONS OF SALE :

The Applicant or its duly authorized agent hereby applies for credit facilities with the Creditor and in consideration thereof the Applicant (as well as any surety for the Applicant - whose signature appears below) hereby irrevocably accepts the following terms and conditions:

1. An invoice or delivery note signed by the Creditor or his duly authorised agent reflecting the amount owing by the Applicant to the Creditor in respect of the credit facilities granted to the Applicant in terms hereof relating to the Applicant's dealings with the Creditor, of the fact that such amount is due, owing and payable shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with the Applicant to prove that such amount is not due, owing and/or payable.
2. All overdue amounts shall bear interest at the maximum permissible rate of interest as determined by the Usury Act (formerly known as the Limitation and Disclosure of Finance Charges Act N° 73 of 1968 (as amended) or any other relevant law, from time to time, such interest shall be calculated monthly in advance from the due date of payment.
3. All costs incurred by the Creditor, in the collection of any monies or in the repossession of any goods from the Applicant whether by action against the Applicant in any competent Court, or otherwise including costs on an attorney/own client scale and collection commission, shall be borne by the Applicant.
4. In the event of the Applicant defaulting in making payment of any amount which has become due, owing and payable the full balance then outstanding will immediately become due and payable without notice to the Applicant.
5. Ownership of any goods purchased by the Applicant shall remain vested in the Creditor until all monies which are due, owing and payable to the Creditor have been paid in full by the Applicant.
6. Any claim(s) and/or dispute(s) regarding the goods delivered by the Creditor to the Applicant shall be lodged in writing by the latter to the Creditor within 24 hours of having so received delivery of the goods.
7. **DEED OF SURETYSHIP**
- 7.1 I, the undersigned, hereby bind myself as surety and co-principal debtor in solidum with the Applicant in favour of the Creditor for the due performance of any obligations of the Applicant and for the payment to the Creditor by the Applicant of any amounts which may at any time become due, owing and payable to the Creditor by the Applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against the Applicant acquired by way of cession, this Suretyship shall be a continuing covering guarantee/surety which may only be cancelled, in writing, by the Creditor and then only, provided that all sums then owing by the Applicant (whether due or not) to the Creditor have been paid in full. I hereby renounce the benefits of the legal exceptions "Non causa debiti", "ordinis seu excussionis et divisionis" and "Cession of action", with the meaning and effect of which I declare myself fully acquainted. I furthermore bind myself irrevocably to all of the terms and conditions of clauses 1, 2, 3, 4, 5, 6, 7 and 8 hereof.
- 7.2 I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of Suretyship/guarantee which is brought into existence by each separate signatory hereto. If for any reason this Suretyship/guarantee is not binding (for whatsoever reason) on any one signatory, then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.
8. The Applicant and I warrant that the information submitted above is true and correct in all respects.

Signature of Applicant: Date:

Print Name(s) in full:

Signature of Surety: Date:

Print Name(s) in full:

Home Telephone:..... Business Telephone:

Postal Address:.....

Business Address:.....

Residential Address:.....