

## APPLICATION FOR CREDIT FACILITIES



### 1. Applicant's Particulars (Please complete the following in full)

Registered Name:

E-mail address:

Website (URL):

Trading as: (Full Trading Name)

Type of Business:

Registration No.:

Date Established / Incorporated:

dd	mm	yyyy
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VAT Registration No.:

Postal Address:

<div><div></div><div></div><div></div></div>
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Code:

Physical Address:

<div><div></div><div></div><div></div></div>
--

Code:

Registered Address:

<div><div></div><div></div><div></div></div>
--

Code:

Telephone No.:

Fax No.:

Contact Person Details:

Full Name:

Designation:

Postal Address:

<div><div></div><div></div><div></div></div>
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Code:

Physical Address:

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Code:

Telephone No.:

Fax No.:

E-mail address:

## Table of Required Supporting Documents

Please use the checklist provided to ensure the correct documentation is attached to the credit application:

	Sole Trader	Partnership	Company (either (Pty) Ltd or Ltd	Close Corporation	Office Use (tick if present)
Certified Copy of Registration Documents	✓	✓	✓	✓	<input type="checkbox"/>
Certified Copy of VAT Certificate	✓	✓	✓	✓	<input type="checkbox"/>
Certified Copy of the Current Letterhead of the Applicant			✓	✓	<input type="checkbox"/>
Certified Copies of the Founding Statement of the Applicant (Forms CK1 & CK2) and Association Agreement				✓	<input type="checkbox"/>
Certified Copy of the most recent audited, annual Financial Statements (or Management Accounts)	✓	✓	✓	✓	<input type="checkbox"/>
If the Directors / Members / Partners / Owners / Shareholders are prepared to sign a Suretyship and are Married, then a certified copy of the Marriage Certificate and Ante-Nuptial Contract must be attached	✓	✓	✓	✓	<input type="checkbox"/>
Certified copy of Cancelled Cheque	✓	✓	✓	✓	<input type="checkbox"/>
Marital state of Applicant and Certified Copy of Ante-Nuptial Contract	✓				<input type="checkbox"/>
Certified Copy of the Current Partnership Agreement of all the Partners		✓			<input type="checkbox"/>
A Certified Copy of the Certificate of Incorporation of the Applicant			✓		<input type="checkbox"/>
Certified Copy of the Certificate to Commence Business			✓		<input type="checkbox"/>
Certified Copy of the Memorandum and Articles of Association			✓		<input type="checkbox"/>
Nationality and Certified Copy of ID (of Directors, Members, Partners, Owners)	✓	✓	✓	✓	<input type="checkbox"/>
Copy of Group Structure of Entity	✓	✓	✓	✓	<input type="checkbox"/>
Other Applicable Registration / Certification i.e. Container Terminal Handler, Clearing Agent etc.	✓	✓	✓	✓	<input type="checkbox"/>

### FOR OFFICE USE ONLY

Complete and required documentation attached:

Date:

Name:

Designation:

Signed:

## 2. Business Structure (Please complete relevant section in full)

Is the business a: (Tick Applicable)

- Sole Trader: ☐
- Partnership: ☐
- Company (either (Pty) Ltd or Ltd): ☐
- Close Corporation: ☐

Holding Company and/or Subsidiary/Associated Company's details:

Full Name:  Registration No.  Shares:  %

Full Name:  Registration No.  Shares:  %

Full Name:  Registration No.  Shares:  %

Holding / Group Structure of Entity: (Please Insert Diagram or Description)

## 2.1 If a Sole Trader: Please complete the following in full:

Applicant's full name:	<input type="text"/>		
Nationality of Applicant:	<input type="text"/>		
ID No. of Applicant:	<input type="text"/>		
Passport No. of Applicant:	<input type="text"/>		
Physical Address of Applicant:	<input type="text"/> <input type="text"/> <input type="text"/>		
		Code:	<input type="text"/>
Home Telephone No. of Applicant:	( <input type="text"/> )	Cellular No. of Applicant:	<input type="text"/>
Name of Spouse of Applicant:	<input type="text"/>		
Marital Status of Applicant: (i.e. divorced, single, married by ANC or COP or other)	<input type="text"/>		

## 2.2 If a Partnership: Please complete the following in full:

#	Full Name of Partner:	ID Number of Partner:	Physical Address of Partner:	Contact details:
				Cellular No. of Partner:
				Business Telephone No. of Partner:
			Code:	( <input type="text"/> )
#	Full Name of Partner:	ID Number of Partner:	Physical Address of Partner:	Contact details:
				Cellular No. of Partner:
				Business Telephone No. of Partner:
			Code:	( <input type="text"/> )
#	Full Name of Partner:	ID Number of Partner:	Physical Address of Partner:	Contact details:
				Cellular No. of Partner:
				Business Telephone No. of Partner:
			Code:	( <input type="text"/> )
#	Full Name of Partner:	ID Number of Partner:	Physical Address of Partner:	Contact details:
				Cellular No. of Partner:
				Business Telephone No. of Partner:
			Code:	( <input type="text"/> )

2.3 If a Company (either (Pty) Ltd or Ltd): Please complete the following in full:

Holding Company:

Subsidiary Company(ies):

The Amount of the Authorised  
Share Capital:

The Amount of Issued  
Share Capital:

The Number of Issued Shares Issued and to Whom Issued:

Issued to:(Name)

Number of Shares:

Shares:

%

Issued to:(Name)

Number of Shares:

Shares:

%

Issued to:(Name)

Number of Shares:

Shares:

%

Issued to:(Name)

Number of Shares:

Shares:

%

Issued to:(Name)

Number of Shares:

Shares:

%

#	Full Name of Director:	ID Number of Director:	Physical Address of Director:	Contact details:
				Cellular No. of Director:
				Business Telephone No. of Director:
			Code: ( )	
#	Full Name of Director:	ID Number of Director:	Physical Address of Director:	Contact details:
				Cellular No. of Director:
				Business Telephone No. of Director:
			Code: ( )	
#	Full Name of Director:	ID Number of Director:	Physical Address of Director:	Contact details:
				Cellular No. of Director:
				Business Telephone No. of Director:
			Code: ( )	
#	Full Name of Director:	ID Number of Director:	Physical Address of Director:	Contact details:
				Cellular No. of Director:
				Business Telephone No. of Director:
			Code: ( )	

#### 2.4 If a Close Corporation: Please complete the following in full:

#	Full Name of Member:	Member's Interest:	Physical Address of Member:	Contact details:
		%		Cellular No. of Member:
	ID Number of Member:	Nationality of Member:		Business Telephone No. of Member:
			Code:	( )
#	Full Name of Member:	Member's Interest:	Physical Address of Member:	Contact details:
		%		Cellular No. of Member:
	ID Number of Member:	Nationality of Member:		Business Telephone No. of Member:
			Code:	( )
#	Full Name of Member:	Member's Interest:	Physical Address of Member:	Contact details:
		%		Cellular No. of Member:
	ID Number of Member:	Nationality of Member:		Business Telephone No. of Member:
			Code:	( )
#	Full Name of Member:	Member's Interest:	Physical Address of Member:	Contact details:
		%		Cellular No. of Member:
	ID Number of Member:	Nationality of Member:		Business Telephone No. of Member:
			Code:	( )

#### 3. Credit Requirements (Please complete the following in full)

Estimated Monthly Credit Required:  Credit Facility Applied for:

Specify if you have other credit facilities of any other nature with Transnet Limited? YES ☐ NO ☐ (Tick Applicable)

If so, name the Division or Business Unit and Account No.

Division/Business Unit:

Account No.:

If answered yes, state the reason for additional application:

.....
.....
.....
.....
.....

Fill in the break-down of the credit required by reference to the following Ports/Centres: (Please complete relevant section in full)

Transnet Port Terminals			
<b>Port of Durban:</b>			
<u>Terminal</u>	<u>Credit Required in Rand Value</u>	<u>Terminal</u>	<u>Credit Required in Rand Value</u>
Multi-Purpose Terminal:	R	Container Terminal:	R
Maydon Wharf:	R	Car Terminal:	R
Agriport:	R	Pier 1:	R
<b>Port of Port Elizabeth:</b>			
Multi-Purpose Terminal:	R	Container Terminal:	R
<b>Port of Cape Town:</b>			
Multi-Purpose Terminal:	R	Container Terminal:	R
<b>Port of Richards Bay:</b>			
Multi-Purpose Terminal:	R	Dry Bulk Terminal:	R
<b>Port of Saldanha Bay:</b>			
Multi-Purpose Terminal:	R	Iron Ore Terminal:	R
<b>Port of East London:</b>			
Terminal:	R		

Transnet National Ports Authority			
<u>Ports</u>	<u>Credit Required in Rand Value</u>	<u>Ports</u>	<u>Credit Required in Rand Value</u>
Port of Durban:	R	Port of Port Elizabeth:	R
Port of Richards Bay:	R	Port of Cape Town:	R
Port of East London:	R	Port of Ngqura:	R
Port of Mossel Bay:	R	Port of Saldanha Bay:	R
City Deep:	R		

Transnet Freight Rail			
<u>Regions</u>	<u>Credit Required in Rand Value</u>	<u>Regions</u>	<u>Credit Required in Rand Value</u>
	R		R
	R		R

	R		R
	R		R

Transnet Pipelines		Transnet Rail Engineering	
	<u>Credit Required in Rand Value</u>		<u>Credit Required in Rand Value</u>
	R		R

#### 4. Business Banking Details (Please complete the following in full)

Name of Account Holder:

Bank:  Branch:

Account No.:  Telephone No. (  )

Date Account opened:     of Bank:

Previous Bankers & Branch: (Discontinued Accounts)

Bank Name:	<input type="text"/>	Branch Code:	<input type="text"/>
Bank Name:	<input type="text"/>	Branch Code:	<input type="text"/>
Bank Name:	<input type="text"/>	Branch Code:	<input type="text"/>
Bank Name:	<input type="text"/>	Branch Code:	<input type="text"/>
Bank Name:	<input type="text"/>	Branch Code:	<input type="text"/>

Will the right to use this account be granted to any other person, juristic or otherwise? YES ☐ NO ☐ (Tick Applicable)

If yes, state the Full Names and Physical Address of such person:

Full Name:

Physical Address:   
  
  
 Code:

Full Name:

Physical Address:   
  
  
 Code:

Full Name:

Physical Address:   
  
  
 Code:



Whether the Applicant is a Sole Trader, Partnership, Close Corporation or Company, also give details of Owners/Partners/Members Personal

Bank Accounts:

#	Bank:	Branch:	Branch Code:
	Account Name:	Account Type:	Account No.:
#	Bank:	Branch:	Branch Code:
	Account Name:	Account Type:	Account No.:
#	Bank:	Branch:	Branch Code:
	Account Name:	Account Type:	Account No.:
#	Bank:	Branch:	Branch Code:
	Account Name:	Account Type:	Account No.:

#### 5. Auditors' Details (Please complete the following in full)

Auditors'/Accountants' Name:

Auditors'/Accountants' Registered Address:

Auditors'/Accountants' Tel No.: (  ) Date of Applicant's Financial Year-End:

#### 6. Security and Credit History (Please complete the following in full)

Are you able/willing to offer Transnet any Security? YES ☐ NO ☐ (Tick Applicable)

If so, what type of Security can you offer?:

Are Guarantees by a Financial Institution available to support this Application? YES ☐ NO ☐ (Tick Applicable)

If yes, then name the Financial Institution, its Registered Address and the Amount of the Guarantees:

Financial Institution's Name:

Financial Institution's Registered Address:

Amount of the Guarantees:

Are the Directors/Members/Partners/Owners/Shareholders prepared to sign a Suretyship? YES ☐ NO ☐ (Tick Applicable)

If yes, please furnish the Full name and Marital Status of each Person who is prepared to sign the Suretyship:

(If any person is married then a copy of his or her Marriage Certificate and Ante-Nuptial Contract must be attached.)

Full Name:

Marital Status:

Full Name:

Marital Status:

Full Name:

Marital Status:

Has the Applicant ever previously had an Account with Transnet Limited or any of the Business Units or trading divisions of Transnet Limited which has been Closed or Discontinued for any reason: YES ☐ NO ☐ (Tick Applicable)

Discontinued for any reason:

If so, please furnish full details of the reasons for such closure:


Previous Account No.:  Date of Closure or Discontinuation:

Have any of the Owners/Partners/Members/ Directors of the Applicant ever been Declared Insolvent? YES ☐ NO ☐ (Tick Applicable)

If so, Whom? When?

Full Name:  Date of Declaration:

Full Name:  Date of Declaration:

Full Name:  Date of Declaration:

Have you ever supplied Security to your Bankers and/or any Third Party? YES ☐ NO ☐ (Tick Applicable)

If so, please provide details thereof below: (Please Tick Type of Security given and the Name and Telephone Number of Secured Creditor)

		Cession of Debts	Personal Guarantee	Bank Guarantee	Reversionary Cession of Books	Inter-Company Guarantee	Insurance Policies	Notarial Bond	Mortgage Bond	Pledge
#	Secured Creditors Name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Telephone No.:									
	( )									
#	Secured Creditors Name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Telephone No.:									
	( )									

		Cession of Debts	Personal Guarantee	Bank Guarantee	Reversionary Cession of Books	Inter- Company Guarantee	Insurance Policies	Notarial Bond	Mortgage Bond	Pledge
#	Secured Creditors Name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Telephone No.: (       )									
#	Secured Creditors Name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Telephone No.: (       )									
#	Secured Creditors Name:	Other: (Please Specify)								
	Telephone No.: (       )									

**7. Trade References** (Please complete the following in full)

Name and Address of Company/Institution/Legal Entity:

Name:

Registered Address:

.....
.....
.....
Code:

Contact Person (Full Name):

Business Telephone:

Cellular No.:

Average Monthly Purchases:

Period

Account Held:

Name and Address of Company/Institution/Legal Entity:

Name:

Registered Address:

.....
.....
.....
Code:

Contact Person (Full Name):

Business Telephone:

Cellular No.:

Average Monthly Purchases:

Period

Account Held:

Name and Address of Company/Institution/Legal Entity:

Name:

Registered Address:

  
  


Code:

Contact Person (Full Name):

Business Telephone:

Cellular No.:

Average Monthly Purchases:

Period

Account Held:

**8. Assets & Liabilities** (Please complete the following in full in accordance with latest financial results)

Assets			
Asset Type	Rand Value	Asset Type	Rand Value
Value of Equipment:	R	Value of Property:	R
Value of Fittings/Furniture:	R	Value of Motor Vehicles:	R
Value of Debtors:	R	Other:	R

Liabilities			
Liability Type	Rand Value	Liability Type	Rand Value
Overdraft:	R	Personal Sureties:	R
Creditors:	R	Loans:	R
Cession Book Debts:	R	Lease/Mortgage Bonds:	R
Hire Purchases:	R	Other:	R

Other			
	Rand Value		Rand Value
Revenue	R	Net profit/ (loss) for the period	R

## 9. Declaration

### APPLICANT'S SIGNATURE & DISCHARGE

I/We hereby authorise Transnet Limited to make use of the information contained herein and to contact any person and/or undertaking in order to determine whether or not to establish a credit account for me/us.

I/We warrant and certify that:

- The above information is true and correct;
- I am/we are duly authorised to sign this application for credit facilities; and
- We, the undersigned, hereby acknowledge that we have read and understood the Conditions of Credit set out on reverse side of this form and acknowledge and agree that should we be granted credit by Transnet Limited, such Conditions of Credit will apply to and govern our contractual relationship with Transnet Limited and we agree to be bound thereby.

Name of Account Holder: (For Applicant who warrants that he/she is duly authorised)

Full Name:

Signature of Applicant:

Date:

dd	mm	yyyy
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Witnesses

Witness Name:

Witness Address:

.....
.....
.....
Code:

Witness Name:

Witness Address:

.....
.....
.....
Code:

### FOR TRANSNET LIMITED USE ONLY

Approved subject to the Conditions of Credit set out on reverse side of this form:

Date:

dd	mm	yyyy
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Name:

Signed:

 For

Transnet Limited who warrants that he/she is duly authorised:

## CONDITIONS OF CREDIT

CONDITIONS OF CREDIT TRANSNET LIMITED trading as Transnet Pipelines (hereinafter referred to as "the Company") (REGISTRATION NO. [1990/00900/06])

1. After submission by the Applicant to the Company of an application for credit facilities on the prescribed form, and the approval thereof by the Company, an account ("the Customer Account") shall be established by the Company in the name of the applicant ("the Customer Account") for operation by it.

2. The credit limit applicable to the Customer Account shall:

2.1 be the sum of R. \_\_\_\_\_, or, subject to the National Credit Act 34 of 2005 ("the Act") if applicable, such other amount as may be fixed by the Company in its sole discretion from time to time and notified to the Account Holder in writing;

2.2 shall be reduced in accordance with Section 118(1) of the Act upon the Account Holder's written request, which shall stipulate the reduced credit limit required by the Account Holder. Such reduced credit limit shall thereafter be confirmed by the Comp

Holder in writing, which shall also stipulate the date of commencement thereof, which will be a date not more than 30 (thirty) days after the Account Holder's written request.

3 The Account Holder shall:

3.1 faithfully observe the credit limit applicable to the Customer Account as notified in writing from time to time and be required to make an immediate interim payment in order to bring the Customer Account balance within the authorised limit when necess

3.2 be liable to the Company for all amounts which the Company may pay, or become liable to pay, to any of its divisions or business units or any carrier or other person in respect of services rendered by the Company at the request of or on behalf of the of which amounts shall be debited to the Customer Account by the Company;

3.3 make payment to the Company of all amounts debited to the Customer Account in the manner and before expiry of the period specified in clause 5;

3.4 where the Act does not apply, only be entitled to terminate the Customer Account by giving the Company 30 (thirty) days notice in writing of its intention to do so;

3.5 be liable for all amounts debited against the Customer Account by the Company up to the expiry of the period of notice referred to in clause 3.4 and shall upon the last day of such period of 30 (thirty) days' notice, pay the total of all amounts so de without deduction or demand;

3.6 where the Act applies the Account Holder shall be entitled to terminate the Customer Account immediately by paying the settlement amount to the Company. The settlement amount is the unpaid balance of the principal debt at that time and the unpaid int

all other fees and charges payable by the Account Holder to the Company up to the settlement date; and

3.7 subject to the Act, if applicable, additional charges for other services rendered will be debited against the Customer Account and will be payable by the Account Holder in terms of this agreement.

3.8. Any amendment or extension of credit facilities will be subject to a re-evaluation of credit worthiness.

4. The Company shall render a monthly statement to the Account Holder at the end of the particular month to which such statement refers, the contents of which shall serve as proof of the amount owing by the Account Holder;

5. All amounts debited against the Customer Account by the Company during any particular month, and included in the monthly statement referred to in clause 4, shall be paid by the Account Holder to the Company without deduction or demand on or before the following month at the address appearing on such monthly statement. When the stipulated date is either a public holiday, Saturday or Sunday, payment is required prior to the said days.

5.1 All payments must be accompanied by an itemised remittance advice and any payment withheld must also be clearly indicated in the same advice.

5.2 The Account Holder shall not be entitled to withhold payment of any amount due for services rendered.

5.3 The Account Holder may not set off any amounts due against amounts due to him.

5.4 No discount is offered if payment is made on or before the due date referred to in these Conditions of Credit.

6. All amounts outstanding and not paid to the Company by the Account Holder on or before the due date set out in clause 5, shall bear interest calculated and compounded monthly in arrears, at the rate of 1 % (one per cent) above the prime bank lending ra from time to time in respect of overdraft facilities. Any changes to the aforesaid prime rate shall result in the interest rate charged in terms hereof being altered on the first day of the month following such change.

7. In the event of the Account Holder at any time exceeding the credit limit in clause 2, or in the event of any amount which is due and payable by the Account Holder not being paid by it on the due date for payment as stipulated in clause 5, the Company in its discretion to refuse any further consignments or to handle cargo and/or vessels for the Account Holder on credit, without incurring any liability to any person in respect of such refusal; and the Account Holder does hereby indemnify the Company and against any claim of whatsoever nature which may be made against it by any person as a result of the Company exercising the rights afforded it herein.

8. The Account Holder shall query any debit raised on the monthly statement of account within 3 (three) months from date of posting thereof, failing which all debits appearing on the statement shall be deemed correct and lawfully raised against the Accoun

9. All payments by the Account Holder to the Company shall be appropriated firstly in settlement of the interest referred to in clause 6, thereafter in payment of the charges referred to in clause 23, thereafter in payment of the charges referred to in cl reduction of the debts referred to in the monthly statements provided for in clause 3.2;

10. The Account Holder shall not be entitled to withhold payment, or claim set-off, of any amount owing to the Company arising out of the operation by the Account Holder of the Customer Account by virtue of any claim which the Account Holder may have agal Company for compensation for loss of or damage to consignments, vessels, cargo, property, or for any other reason whatsoever, nothing whatever excepted.

11.1 Where the Act does not apply, the Company may at any time in its sole discretion and without supplying any reasons therefore:

11.1.1 suspend the Customer Account in the event of the Account Holder being in default; or

11.1.2 terminate the Customer Account after having given the Account Holder 10 (ten) business days' prior notice in writing of its intention to do so; and

11.2 in either event, the full amount of the Account Holder's indebtedness to the Company as reflected in the Customer Account shall immediately become due and payable and shall be paid to the Company without deduction or demand by the Account Holder, tog any interest as is referred to in clause 6 and charges such as are provided for in clause 10 and clause 23.

11.3 Where the Act applies and the Account Holder is in default, the Company may at any time and without supplying any reasons, summarily terminate this agreement. Where the Act applies and the Account Holder is not in default, the Company may at any tim without supplying any reasons, terminate this agreement giving 10 (ten) days to the Account Holder, in which event the credit facility remains in effect to the extent necessary until the Account Holder has paid all amounts lawfully charged to that account

12. Subject to the protections against discrimination in respect of credit and consumer credit rights which are to be found in sections 61 and 66 of the Act, the Company shall have the right at any time in its sole discretion to review the amount of the c the Account Holder and, in its sole and unfettered discretion, to decrease the credit limit referred to in clause 2, which decrease shall be communicated by the Company to the Account Holder by written notice and shall take effect on delivery of such noti purposes, the Account Holder agrees to furnish the Company with such information and documentation as the Company may require from time to time to enable it to perform any such review.

13. If so required by the Company, the Account Holder shall furnish the Company with a written guarantee in favour of the Company issued by a financial institution acceptable to the Company, for such amount as may be fixed by the Company, which guarantee lodged with the Company as security by the Account Holder for the fulfilment by it of all of its payment obligations in terms of these Conditions of Credit. If the furnishing of such guarantee is made a condition of these Conditions of Credit, then they and effect until such time as the Company has received the guarantee and has accepted it in writing.

14. The Account Holder may not cede, assign or in any way make over any of its right, title or interest in or to the Customer Account to any person, without the prior written consent of the Company, which shall be entitled to withhold such consent in its giving any reasons therefor.

15. In the event of the Account Holder with the prior consent of the Company, authorising any other person and/or undertaking to instruct the Company to handle consignments and/ or cargo on ships on the Customer Account, then the Account Holder shall be l debits raised against the Customer Account in respect thereof by the Company, as if such debits had been incurred by the Account Holder;

16. No authorisation such as is contemplated in clause 15 shall be of any force and effect unless and until the prior consent of the Company has been obtained. Should it be forthcoming, then upon termination thereof by the Account Holder, it shall without Company in writing of the cessation of the utilisation of the Customer Account by the third party.

17. No amendment or variation of, or addition to, these Conditions of Credit shall be of any force or effect unless reduced to writing and signed by both parties hereto.

18. The Account Holder shall abide strictly by and conform to all the terms, conditions, requirements and regulations laid down in, and where applicable in, the Official Harbour and Goods Tariff Books and supplements thereto, the goods consignment notes, Regulations referred to in section 21(2) of the Legal Succession to the South African Transport Services Act 9 of 1989, as amended ("the Legal Succession Act"), and any regulations which may be promulgated in terms of section 21(1) of the Legal Succession any other documentation which may be prescribed by the Company from time to time. Any breach of such terms, conditions and/or other requirements shall be deemed to be a breach of these Conditions of Credit, entitling the Company to proceed to protect its act in terms of clause 11.

19. All documentation, including photocopies thereof, which at face value appears to have been compiled by the Company in the execution of any services in respect of which debits have been raised, shall be admissible in litigation between the parties and prima facie proof of the contents thereof.

20. A certificate in writing signed by a duly authorised Senior Official of the Company certifying the amount due by the Account Holder to the Company at any one time, shall be prima facie proof of the amount owing and due and payable by the Account Holde Company as at the date of such certificate;

21. Should the Account Holder be declared insolvent, or placed in provisional or final liquidation, or under provisional or final judicial management, or enter into any compromise with its creditors, or remain or permit any judgment to remain unsatisfied days after the granting thereof, it shall immediately notify the Company of such occurrence and furnish full details thereof;

22. The parties agree that any Magistrates' Court which has jurisdiction over the person of the defendant shall have jurisdiction in terms of section 29 of the Magistrates' Courts Act 32 of 1944, to entertain any cause of action arising out of these Condi though the amount of such claim may exceed the jurisdiction of the Magistrates' Court.

23. The Account Holder shall be liable on the scale as between attorney and client for all legal costs which the Company may incur in the enforcement of its rights in terms of these Conditions of Credit, including collection fees, collection costs, default and tracing charges.

24. The Company is hereby irrevocably authorised by the Account Holder to perform any credit investigation into the Account Holder's creditworthiness and financial affairs as the Company in its sole discretion may consider appropriate.

25. The Account Holder chooses the following physical address as its domicilium citandi et executandi for all purposes arising out of these Conditions of Credit:

\_\_\_\_\_, Code: \_\_\_\_\_, E-mail address: \_\_\_\_\_, Fax No.: \_\_\_\_\_, Code: \_\_\_\_\_, I, the undersigned, \_\_\_\_\_, in my capacity as a Sole Proprietor / Director / Partner / Member (\* delete which is not applicable) of \_\_\_\_\_ do hereby confirm that I have read the above Conditions of Credit, that I know and understand the contents and agree to be bound by them. \_\_\_\_\_ For: Self / Partnership / Company / Close Corporation Who warrants that he / she is duly authorised

26. It should be noted, where applicable, that these Conditions of Credit should be read and interpreted in conjunction with the Transport Agreement and/ or any other applicable contractual agreements by both parties hereto.

27. The Account Holder undertakes to inform the Company immediately upon changes of the status of the entity.

28. If the Act applies to this agreement, the Company shall deliver to the Account Holder any document required in terms of the Act in the manner selected by the Account Holder when entering into this agreement.

29. If the Act applies to this agreement, the Consumer Notice attached hereto forms part of this agreement.

30.1. If an event of default occurs and the Act applies, the Company:

30.1.1. may propose that the Account Holder refers the agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the Company and the Account Holder resolve any dispute under the a develop and agree on a plan to bring the payments under the agreement up to date; and;

30.1.2. subject to the Act, may commence legal proceedings to enforce the agreement after (i) providing the notice referred to in clause 30.1.1 or terminating the review in terms of section 86(10) of the Act (as the case may be); and (ii) meeting any furt out in section 130 of the Act.

30.2 If an event of default occurs and the Act does not apply, the Company may immediately begin legal proceedings to recover all amounts owing to it in terms of this agreement.

30.3 An event of default shall occur or shall be deemed to have occurred if:

30.3.1. the Account Holder should fail to comply with any of its obligations in terms of this agreement; or

30.3.2. the Account Holder fails to pay any amount in terms of this agreement; or

30.3.3. the Account Holder does anything which may prejudice the value, priority or legality of any security held by the Company or anything which may cause the Lender to suffer any loss or damage under this Agreement; or

30.3.4. the Account Holder fails to fully and timeously comply with any of the undertakings given by the Account Holder; or

30.3.5. a failure to pay any amount due in terms of this Agreement on its due date which is not rectified within three days after such due date;

30.4 If an event of default occurs and if the Act applies and the Company has complied with the Act, all the Account Holder's indebtedness to the Lender (actual or contingent), whether in terms of any finance document or any other agreement or obligation, payable irrespective of any terms or conditions that may be applicable to such indebtedness. For the avoidance of doubt, the Account Holder's indebtedness includes all fees that the Account Holder is or would have been liable to pay to the Company in ter

## CONSUMER NOTICE

This Consumer Notice applies if the Agreement is subject to the NCA, and sets out certain prescribed information in terms of the regulations to the NCA.

In this document Consumer means the party to whom or at whose direction money is advanced or credit granted under any credit agreement. In this document Credit Provider means Transnet Limited.

### 1. INFORMATION SHARING

- 1.1. The Consumer confirms that the Credit Provider may transmit to any credit bureau data about the application, opening and termination of any account in respect of the Consumer pursuant to this Agreement.
- 1.2. The Credit Provider will transmit to any credit bureau notice of any non-compliance by the Consumer with the terms and conditions of this Agreement. The names and contact details of the credit bureaux to which the Credit Provider transmit information is included in this Notice. The credit bureaux to which the Credit Provider transmits information will provide a credit profile and possibly a credit score on the creditworthiness of the Consumer.
- 1.3. The Consumer has the right in terms of the NCA to contact the credit bureaux, have its credit record disclosed and correct inaccurate information.

### 2. STATEMENT OF ACCOUNT

- 2.1. The Credit Provider will deliver all statements of account to the Consumer in the manner chosen by the Consumer for delivery of documents from the options available in terms of the NCA.

### 3. DISPUTE RESOLUTION

- 3.1. The Consumer may:
  - 3.1.1 resolve a complaint by way of alternative resolution in terms of the NCA
  - 3.1.2. apply to a debt counsellor for assessment and debt review in terms of Section 86 of the NCA, pursuant to which:
    - 3.1.2.1. the debt counsellor may make an appropriate proposal to the Consumer and Credit Provider regarding (among other things):
      - 3.1.2.1.1. a re-arrangement or re-calculation of the Consumer's obligations to the Credit Provider;
      - 3.1.2.1.2. a postponement of the Consumer's obligations to repay the Total Amount; and
      - 3.1.2.1.3. an extension of the term of the Loan;
    - 3.1.2.2. the Consumer may be found to be over-indebted, in which case the debt counsellor may make an appropriate recommendation to the relevant Magistrate's Court regarding (amongst other things) whether the Loan constitutes reckless credit for the purposes of the NCA;
  - 3.1.3. file a complaint with the National Credit Regulator established in terms of the NCA ("National Credit Regulator");
  - 3.1.4. file a complaint with the National Consumer Tribunal established in terms of the NCA ("Tribunal");
  - 3.1.5. during office hours and upon reasonable, written request to Credit Provider, access any of its personal information which is held by Credit Provider.

### 4. PRESCRIBED CONTACT DETAILS

- 4.1. The contact details of the National Credit Regulator, National Credit Tribunal and Ombudsman for Banking Services are as follows:
  - 4.1.1. The National Credit Regulator is PO Box 2694, Houghton 2041; Tel: 011 647 4400; Fax: 011 484 6122.
  - 4.1.2. The National Credit Tribunal is Private Bag X84, Pretoria 0001; Tel: 012 394 1450; Fax: 012 394 2450.
  - 4.1.3. The Ombudsman for Banking Services is PO Box 5728, Johannesburg 2000; Tel: 011 838 0035 / 0860 800 900; Fax: 011 838 0043.