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P O Box: 347
Swakopmund
Namibia

CREDIT APPLICATION

1. COMPANIES AND CLOSE CORPORATIONS (AUTHORISING RESOLUTION TO BE ATTACHED)

1.1 Registered name: _____

1.2 Registered Address: _____

1.3 Principal Place of Business _____

1.4 Postal Address: _____

1.5 Telephone No: _____ Fax number: _____

1.6 Fax No: _____

1.7 E- mail (Creditors): _____

1.8 Trading Name: _____

1.9 Date of Incorporation: _____

1.10 Company/CC Registration Number: _____

1.11 Name of Auditor/Accounting Officer: _____

1.12 GST/VAT Registration Number: _____

1.13 Detail of Directors (in case of purchaser being a company) and Members (in case of purchaser being a Close Corporation) (if more than two, furnish information on separate sheet)

Member (1) _____

ID Number: _____

Residential address: _____

Telephone number: _____ Cell phone: _____

Fax number: _____

Member (1) _____

ID Number: _____

Residential address: _____

Telephone number: _____ Cell phone: _____

Fax number: _____

2. PARTNERSHIPS

- 2.1 Trading Name: _____
- 2.2 Date of Formation: _____
- 2.3 Address of Principal Place of Business: _____
- 2.4 Postal Address: _____
- 2.5 Telephone Number: _____
- 2.6 E-Mail (Creditors): _____
- 2.7 Partners: (if more than two, furnish information on separate sheet)

Member (1) _____

ID Number: _____

Residential address: _____

Telephone number: _____

Cell phone: _____

Fax number: _____

Member (2) _____

ID Number: _____

Residential address: _____

Telephone number: _____

Cell phone: _____

Fax number: _____

3. SOLE TRADERS

- 3.1 Trading Name: _____
- 3.2 Name of Proprietor: _____
- 3.3 Address of Business: _____
- 3.4 Postal Address of Business: _____
- 3.5 Residential Address of Proprietor: _____
- 3.6 Marital Status: _____
(if married out of community of property, attach copy of ANC)
- 3.7 Telephone number of Business: _____
- 3.8 E-Mail (Creditors): _____
- 3.9 Identity Number of Proprietor: _____

4. TRADE REFERENCES

- 4.1 Company Name: _____
Telephone Number: _____
- 4.2 Company Name: _____
Telephone Number: _____
- 4.3 Company Name: _____
Telephone Number: _____

PLEASE RETURN THE FOLLOWING DOCUMENTS WITH THE CREDIT APPLICATION

Articles of Association / Founding Statement / Amended Founding Statement

ID's of all Owners / Shareholders

VAT Registration Certificate

Vat Import / Export Registration Certificate

5. TERMS AND CONDITIONS OF CONVEYANCE OF GOODS

- 5.1 These terms and conditions shall apply to the carriage of goods by **COASTAL COURIERS CC t/a TRUCK AIR**.
- 5.2 No alteration or variation of these terms and conditions shall apply, unless expressly agreed to in writing and signed by the authorized representative of **COASTAL COURIERS CC t/a TRUCK AIR**.
- 5.3 Payments shall be made by the Applicant without deductions or set-off, within 30 (thirty) days of the date appearing on **COASTAL COURIERS CC t/a TRUCK AIR**, monthly statement. In the event of **COASTAL COURIERS CC t/a TRUCK AIR** accepting any post-dated cheque, promissory note or other bill of exchange from the Applicant in respect of any indebtedness of the Applicant, then the acceptance by **COASTAL COURIERS CC t/a TRUCK AIR** of such post-dated cheque, promissory note or bill of exchange shall be without prejudice to **COASTAL COURIERS CC t/a TRUCK AIR** rights.
- 5.4 The Applicant hereby agrees that **COASTAL COURIERS CC t/a TRUCK AIR** shall be entitled to charge interest on all overdue amounts due and payable to **COASTAL COURIERS CC t/a TRUCK AIR** at a rate equal to the prime overdraft rate of **COMMERCIAL BANK OF NAMIBIA LIMITED** as determined from time to time from due date until date of payment.
- 5.5 Although **COASTAL COURIERS CC t/a TRUCK AIR** shall use its very best endeavours to collect (if applicable), convey and deliver (if applicable), the goods swiftly and promptly, **COASTAL COURIERS CC t/a TRUCK AIR** shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever, whether direct or indirect, consequential or otherwise sustained as a result of the loss, destruction or deterioration in value of the goods in transit, alternatively at **COASTAL COURIERS CC t/a TRUCK AIR** depot's or delay in delivery due to circumstances beyond the control of **COASTAL COURIERS CC t/a TRUCK AIR** or whatever other reason. The applicant shall however be given the option to insure the goods at an additional charge.
- 5.6 If any amount due and payable by the Applicant to **COASTAL COURIERS CC t/a TRUCK AIR** is outstanding, then without prejudice to any other right it may have, **COASTAL COURIERS CC t/a TRUCK AIR** may immediately suspend the carrying out of any of its then uncompleted obligations until the payment is made.
- 5.7 The Applicant hereby submits itself/himself to the jurisdiction of the Magistrate's Court having jurisdiction of its/his person in respect of all proceedings instituted by **COASTAL COURIERS CC t/a TRUCK AIR** in connection with the recovery of any outstanding amounts due and payable, or in connection with any cause whatsoever, without prejudice to **COASTAL COURIERS CC t/a TRUCK AIR** entitlement to

institute action in the High Court, if it so wishes. Any legal costs incurred **COASTAL COURIERS CC t/a TRUCK AIR** in connection with the aforementioned proceedings shall be payable by the Applicant on an attorney/own client scale.

5.8 The Applicant chooses Domicilium citandi et executandi at the address, given in section A hereof.

5.9 That I have acquainted myself and fully comprehend the meaning of the exceptions "*non numeratae pecuniae*" (money has not been paid over), "*non causa debiti*" (no cause of indebtedness), "*errore calculi*" (the amount claimed has been incorrectly calculated) and "*beneficium de doubus vel pturibus reis debendi*" (to recover the full debt from the co-debtor's surety, without first requiring payment from the principal debtor) and "*beneficium ordinis deu excussionis*" (to claim payment from the surety without first exhausting the legal remedies against the principal debtor), the benefits of which I hereby renounce;

5.10 In addition, the Applicant further agrees that, unless specially otherwise arranged in writing, all transport services are transacted and governed in terms of this Credit Application Agreement, which has been signed by the Applicant as acknowledgement that he/she/it has familiarised himself/herself/itself with the terms and conditions hereof and agree to the terms thereof.

5.11 The Applicant agrees to advise **COASTAL COURIERS CC t/a TRUCK AIR** in writing of any change in status of the Applicant or of any change to the information given in this Application, the notification which is to reach Coastal Couriers CC within 7 (seven) days of the Applicant becoming aware of the change. In addition to the foregoing the Applicant acknowledges that immediately upon any change in ownership any outstanding amount, whether due or not shall be deemed to be forthwith payable by the Applicant.

5.12 Signature by any employee of the Applicant of **COASTAL COURIERS CC t/a TRUCK AIR** delivery documents shall be regarded as acceptance by the Applicant that the goods reflected in such delivery note have been properly and completely delivered and duly received by the Applicant.

I, by my signature hereto below, acknowledge that I have read and accept the conditions of carriage of goods, which conditions shall apply whenever any goods are being conveyed by **COASTAL COURIERS CC t/a TRUCK AIR**.

THUS DONE AND SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF APPLICANT: _____

NAMES OF SIGNATORY: _____

6. STANDARD TRADING CONDITIONS OF CARRIAGE

6.1 DEFINITIONS

For the purpose of these conditions, the following words shall be deemed to have following meaning:

- a) "Goods" shall mean all goods or other property of the Customer in respect of which the Customer deals with the Company and which are handled, held, controlled, loaded or unloaded, carried or otherwise processed or dealt with by the Company or any purpose whatsoever.
- b) "The Company" shall mean **COASTAL COURIERS CC t/a TRUCK AIR**;
- c) "The Customer" means the **owner of all goods handled by the Company hereunder**.
- d) "Dangerous goods" shall mean all those classified as such by Transnet, the Marine Division of the Department of Transport, the Namibian Ministry of Transport, including, but not limited to, corrosive, noxious, hazardous, inflammable or explosive goods or any goods which in the Company's opinion is likely to cause damage.
- e) The singular includes the plural and vice versa.

6.2 SUBCONTRACTING

The Company reserves the right to employ subcontractors or agents to act for it. Where the Company employs independent third parties to perform all or any of the functions required of the Company, the Company shall have no responsibility or liability to the Customer for any acts or omissions of such third parties. In such instances, the Company shall remain liable for the performance of the third party's obligations.

6.3 REMUNERATION

The remuneration payable to the Company by the Customer will be in accordance with the standard tariffs of the Company. The Company's standard tariffs are subject to review by the Company without prior notice to the Customer. The Customer shall be liable for any duty, tax, fine or outlay of whatsoever nature levied by the authorities at any port or place in connection with the goods and shall reimburse the Company for any such amount disbursed or losses sustained by the Company in connection therewith. In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the Company shall be entitled to make an additional charge to cover any expenses resulting therefrom not already included in the Company's standard tariffs.

6.4 REASONABLE CARE

- a) Notwithstanding anything to the contrary herein, the Company shall exercise all reasonable skill, care and diligence in the discharge of the services agreed to be performed by it and shall act in accordance with the highest degree of expertise and standards of ethics and practices reasonably expected of its profession. Without derogating from the generality of the foregoing, the

Company shall ensure that it at all times has such suitably competent, skilled and experienced staff and resources at its disposal as may be necessary to provide such services to the Customer on the basis contemplated in this clause 4(a).

- b) The Company shall stand in a fiduciary relationship to the Customer notwithstanding the fact that the Company is an independent contractor. Without prejudice to the generality of the expression "fiduciary relationship", such obligation shall imply that the Company shall in relation to the Customer, act honestly and in good faith and in particular shall:
 - (i) Only exercise the powers it may have from time to time in relation to the Customer, in the best interests and for the benefit of the Customer;
 - (ii) Not act without authority nor exceed the powers set out in these Standard Trading Conditions;
 - (iii) Avoid any conflict between its own interests and those of the Customer.
- c) The Company is an independent contractor and consultant and accordingly nothing in these conditions shall be interpreted as:
 - (i) Appointing or constituting the Company as an employee, agent, partner or representative of the Customer; and/or
 - (ii) Authorising the Company to bind the Customer to any contract or to pledge the Customer's credit for any purpose.

6.5 COMPANY'S LIABILITY FOR DAMAGE OR LOSS

The goods shall be carried at the sole risk of the Customer. The Customer hereby exempts the Company from and indemnifies the Company against all liability of whatsoever nature, arising directly or indirectly from the handling of the goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the goods, damage to the goods, the failure to collect or deliver the goods timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the Company, its servants, agents or employees, or otherwise.

6.6 INSURANCE

The Company shall only if requested to do so in writing by the Customer, effect insurance on any goods being handled by it, together with a statement of the value of the Goods by the Customer. If the Company agrees to obtain such cover, the costs thereof shall be for the account of the Customer. Notwithstanding the aforesaid, the Company shall not be under any obligation to affect a separate insurance upon each consignment but may include such cover in an open or general policy. An insurance effected by the Company shall be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. No claim will be accepted unless the waybill is endorsed on receipt of Goods and claims are registered in writing within 48 hours at the Company's Swakopmund or Windhoek office. In all cases, a claim number must be obtained from the Company's

Windhoek office, which reference number will serve as proof that the claim was duly received and registered with the Company.

6.7 DANGEROUS GOODS

If, in the opinion of the Company any goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Company shall be entitled in its sole discretion, to immediately and without notice to the Customer, dispose of the goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event, the Company shall be entitled to recover from the Customer the remuneration for the handling of the Goods together with any costs reasonably incurred by the Company in disposing of the Goods or in taking any such other prudent steps as aforesaid.

6.8 COMPANY'S LIEN

The Company shall have a lien over all goods, documents, bills of lading, import permits as well as all repayments, refunds, claims or recoveries in its possession or under its control. In addition, the Company shall be entitled to hold all goods as security for any other moneys which may be owing to it by the Customer from any cause whatsoever. If any moneys owing to the Company are not paid by the Customer within 30 days after they have become due, the Company shall be entitled, within 14 days after written notice to the Customer that the Company intends disposing of the goods, to open and examine the goods, to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit and apply the proceeds towards the aforesaid indebtedness. Any remaining balance thereof shall be promptly paid to the Customer.

6.9 DELAY

The Customer shall be liable for any unreasonable detention of the Company's vehicles, containers, equipment or the like, caused by the Customer, but the Company's rights against any other person remain unaffected.

6.10 ROUTE

In conveying the Goods, the Company shall in its sole discretion decide which route to follow.

6.11 QUOTATIONS

Quotations are given on the basis of immediate acceptance by the Customer. Quotations are subject to withdrawal or revision until such time that it was accepted in writing by the Customer. If any changes occur in the rate of insurance premium or any other charges applicable to the Goods, quotations shall be subject to revision accordingly on notice to the Customer, in which event the quotation will be adjusted accordingly.

6.12 PAYMENT FOR SERVICES RENDERED

In the absence of any special provisions to the contrary, payment shall be effected by the Customer in advance and/or against tender of delivery of the goods and/or within 30 days after the date of the Company's invoice. The Customer agrees that interest will become payable on all amounts outstanding should he/she/it fails to make any payment as agreed in this agreement. Interest shall be charged at the rate of 30% per annum calculated from the due date until date of final payment. Notwithstanding any prior dealings between the Company and the Customer, all documents and related notices, including, but not limited to, cash payments, bank drafts or other remittances sent to the Company through the post shall be deemed not to have been received by the Company unless or until they are actually delivered into the possession of the Company by the postal authorities or placed in the Company's post office box. In the event of any dispute arising, the onus shall be on the Customer to prove delivery. Proof of posting shall not constitute discharge of the onus or give rise to any inference of receipt by the Company.

6.13 MAGISTRATE COURT JURISDICTIONS

The Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrates' Court Act 32 of 1944 for the recovery of any amount due in terms hereof or in connection with any cause whatsoever arising from his/her/its engagement with the Company, without prejudice to the entitlement of the Company to institute action in the High Court, if it so wishes. Any legal costs incurred by the Company in connection with the aforementioned proceedings shall be payable by the Customer on the scale as between attorney and own client.

6.14 NO VARIATION OF CONDITIONS

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless recorded in writing and accepted by the parties in writing.

6.15 DOMICILIUM AND NOTICES

The Customer chooses its street address set out in this agreement as its *domicilium citandi et executandi* ("*domicilium*") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement. Any notice to the Company shall only be considered to be duly served if delivered personally or sent by prepaid registered post addressed to the Company at PO Box 347, Swakopmund, Namibia.

6.16 CONDITIONS

I have acquainted myself and fully comprehend the meaning of the exceptions "*non numeratae pecuniae*" (money has not been paid over), "*non causa debiti*" (no cause of indebtedness), "*errore calculi*" (the amount claimed has been incorrectly calculated) and "*beneficium de doubus vel pturibus reis debendi*" (to recover the full debt from the co-debtor's surety, without first requiring payment from the principal debtor) and "*beneficium ordinis deu excussionis*" (to claim payment from the surety without first exhausting the legal remedies against the principal debtor), the benefits of which I hereby renounce;

7. SURETY AND INDEMNITY

TO BE COMPLETED IN THE EVENT OF THE APPLICANT BEING A COMPANY OR CLOSE CORPORATION.

I, the undersigned, hereby bind myself jointly and severally as surety in solidum and as co-principal debtor with the Applicant in favour of **COASTAL COURIERS CC t/a TRUCK AIR** for the punctual payment of all sums due and payable or to become due and payable from time to time by the Applicant in terms of or arising out of the carriage of goods or arising out of whatever other cause.

My liability hereunder shall not be affected nor be rendered void by any time or indulgence granted by **COASTAL COURIERS CC t/a TRUCK AIR** to the Applicant, any compromise with the Applicant or any change in the constitution, member, name, shareholder or status of the Applicant and shall so continue for an indefinite period until the Applicant's indebtedness towards **COASTAL COURIERS CC t/a TRUCK AIR**, inclusive of any interest and charges or costs, has been redeemed in full and **COASTAL COURIERS CC t/a TRUCK AIR** has released me of this suretyship in writing.

I further agree:

- 7.1 That **COASTAL COURIERS CC t/a TRUCK AIR** shall be entitled, at its option, to institute any legal proceeding, which may arise out of or in connection with this suretyship, in any Magistrate's Court having jurisdiction in terms of the Magistrate's Court Act as amended from time to time.
- 7.2 To pay, on demand, the stamp duty application to this suretyship.
- 7.3 To pay, on demand, all costs and charges, incurred by **COASTAL COURIERS CC t/a TRUCK AIR** as a direct consequence and in connection with the enforcement of this suretyship, including costs and charges of a legal nature on a scale as between attorney and own client.
- 7.4 That my address as stated below should be my street address set out in this agreement as its *domicilium citandi et executandi* ("*domicilium*") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of

whatsoever nature and for any other purpose arising from this agreement. Any notice to the Company shall only be considered to be duly served if delivered personally or sent by prepaid registered post addressed to the Company at PO Box 347, Swakopmund, Namibia.

DETAILS OF SURETY:

FULL NAMES: _____

IDENTITY NUMBER: _____

RESIDENTIAL ADDRESS: _____

POSTAL ADDRESS: _____

RELATIONSHIP TO APPLICANT (i.e DIRECTOR, MEMBER, etc): _____

DATED at _____ on this _____ day of _____ 20 _____

AS WITNESSES:

1. _____

2. _____

SURETY

PLEASE MAKE SURE TO SIGN PAGE 5 AND 11