



**RADIO FREQUENCY INDUSTRIES (PTY.) LTD.**

*"Simply The Best"*

CK No : 2005/006095/07 Phone : +27(0)11 869 9285  
VAT No : 4470219918 Fax : +27(0)86 509 2874  
rf-sales@rfind.co.za Cell : +27(0) 82 765 3007

24 Hendrik Potgieter Street, P.O. Box 1500  
Corner 5th Avenue ALBERTON  
ALBERTON NORTH, 1450 1450

## APPLICATION FOR CREDIT FACILITIES

(HEREINAFTER REFERRED TO AS "THE SUPPLIER")

### FOR OFFICE USE

APPLICANT : \_\_\_\_\_ ACCOUNT NO : \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_ CREDIT LIMIT APPROVED: R \_\_\_\_\_

TERMS : \_\_\_\_\_ DAY ACCOUNT. SPECIAL CONDITIONS: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Please note that this Application Form must be completed in full for your application to be considered

FULL NAME OF APPLICANT: \_\_\_\_\_  
Hereinafter referred to as "The Applicant"

TRADE NAME: \_\_\_\_\_ PREVIOUS NAME: \_\_\_\_\_

HOLDING COMPANY: \_\_\_\_\_ SUBSIDIARIES: \_\_\_\_\_

COMPANY REGISTRATION NO: \_\_\_\_\_ DATE ESTABLISHED: \_\_\_\_\_

PLEASE TICK:  SOLE PROPR  PARTNERSHIP  (PTY)LTD  CC  LTD  ASSOC  TRUST  NPO

PHYSICAL ADDRESS: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_ CODE: \_\_\_\_\_

TELEPHONE NO : \_\_\_\_\_ MOBILE \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL : \_\_\_\_\_ WEB ADDRESS: \_\_\_\_\_

VAT REG NO : \_\_\_\_\_ TAX OFFICE : \_\_\_\_\_

AUDITORS : \_\_\_\_\_ CONTACT: \_\_\_\_\_ TEL: \_\_\_\_\_

YEAR END : \_\_\_\_\_ AUDITED FINANCIAL STATEMENTS AVAILABLE?  YES /  NO

Manufacturers of : Two-Way Radio Antennas, Duplexers, Filters, Combiners, Splitters, Lightning protectors & other RF Products.  
Sales and Distribution of: Two-Way Radios, Repeater Systems, Power Meters, Microphones, Power Supplies, Cables & Connectors.



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PRINCIPALS

	1	2	3
FULL NAMES			
SURNAME			
ID NUMBER			
CAPACITY			
HOME ADDRESS			
HOME TEL			
CELL NO			
E-MAIL			
SIGNATURES			

BANKERS DETAILS

BANK : \_\_\_\_\_ BRANCH: \_\_\_\_\_ CODE: \_\_\_\_\_

ACC NO : \_\_\_\_\_ DATE OPENED: \_\_\_\_\_

TRADE REFERENCES

	<u>COMPANY</u>	<u>CONTACT</u>	<u>TEL</u>	<u>FOR OFFICE USE</u>
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____

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GENERAL INFORMATION

NATURE OF BUSINESS: \_\_\_\_\_

PREMISES: A) OWNED  YES/ NO IF YES: CURRENT BOND : R \_\_\_\_\_

CURRENT VALUE: R \_\_\_\_\_ BONDHOLDER: \_\_\_\_\_

B) LEASED  YES/ NO LANDLORD: \_\_\_\_\_ TEL: \_\_\_\_\_

AMOUNT OF CREDIT REQUIRED: R \_\_\_\_\_ PAYMENT TERMS: \_\_\_\_\_ DAYS

PREFERRED METHOD OF PAYMENT: \_\_\_\_\_ METHOD OF ORDERING: \_\_\_\_\_

CONTACT PERSON FOR:

1) ORDERS :NAME: \_\_\_\_\_ TEL: \_\_\_\_\_ FAX: \_\_\_\_\_

2) ACCOUNTS :NAME: \_\_\_\_\_ TEL: \_\_\_\_\_ FAX: \_\_\_\_\_

THIS APPLICATION COMPLETED BY (NAME) : \_\_\_\_\_

(SIGNATURE) : \_\_\_\_\_ (CAPACITY) : \_\_\_\_\_

DATE: \_\_\_\_\_ ( Original document to The Supplier please )

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#### TERMS AND CONDITIONS

1. I/We the undersigned hereby declare that I/We are duly authorised to sign this Application Form on behalf of The Applicant as so mentioned in this application for credit facilities.
2. I/We the undersigned hereby agrees and permit that The Supplier is entitled to:
  - Make any reasonable enquiries to any third party to verify and research any details provided by The Applicant on this application form, or any other details in relation thereto.
  - Access the files of any Credit Bureau or it's agents or it's clients to establish the Applicant's and it's directors and/or members and/or principals' total available credit profiles when assessing this application and at any time during the currency of The Applicant's account with the supplier.
  - Disclose the existence and the conduct of The Applicant's account with the supplier, whether still current or not, to any credit bureau or other credit grantor for publication.
3. The Applicant hereby chooses as it's Domi cilium Citandi et Executandi for all purposes in connection with or arising out of its contract with The Supplier, the physical address as stated on this form marked ("Application For Credit Facilities"). All notices delivered or sent by prepaid post to said address shall be deemed to have been received within 4 (four) days after date of delivery thereof.
4. Should it become necessary for The Supplier to institute legal proceedings against The Applicant for whatsoever reason, The Applicant agrees to the Jurisdiction of any Magistrate's Court of The Supplier's choice, regardless the geographical location of The Supplier or The Applicant or place of business and or deliveries done and regardless the value of the matter. This agreement shall serve as the required written consent confirmation of the jurisdiction of such court.
5. In the event of the APPLICANT breaching any of its obligations and / or failing timorously to make payment of any amount due to the SUPPLIER, the APPLICANT agrees to pay, and shall be liable to pay, all legal-, collection- and tracing costs incurred by the Supplier on attorney or collection agent or tracing agent / Client scale, as well as interest as specified in paragraph 7 of the "Conditions Applicable To Credit Facility" herewith.
6. Payments for goods supplied by the SUPPLIER shall be made within 30 days from date of invoice.
7. In the event of payment not being made in accordance with clause 6 of the agreement, the SUPPLIER shall be entitled to charge interest on the amount due at the maximum rate allowed by the ursury act.
8. A certificate by one of the Supplier's member showing the amount due and owing by the APPLICANT shall be sufficient prima facie proof of the amount owing.
9. The SUPPLIER shall, at its own option, either repair or replace goods and/or materials sold and delivered or workmanship proven to be defective, the fact and extent of which the SUPPLIER shall be the sole judge, provided that notice of such defect is received by the SUPPLIER in writing 48 (forty eight) hours of delivery or 14 (fourteen) days of execution of any contract. After expiration of the relevant period, no claim shall be entertained or liability lies against the SUPPLIER.
10. The APPLICANT shall inform the SUPPLIER in writing of any incorrect information or inaccurate calculation on an invoice supplied to the APPLICANT by the SUPPLIERS within 7 (seven) days after receipt thereof. After the expiration of the relevant period the assumption will be made that the APPLICANT accepts the invoice as correct and bounds himself irrevocably to payment thereof upon due date.

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## DEED OF SURETYSHIP

I, ID No: \_\_\_\_\_

(Full name) \_\_\_\_\_  
(The undersigned)

Hereby bind myself in my private and individual capacity to:  
RADIO FREQUENCY INDUSTRIES (PROPRIETARY) LIMITED  
(Hereinafter referred to as "the Supplier")

For the due and proper fulfillment of any obligation of: \_\_\_\_\_  
Company Name

REG. No. \_\_\_\_\_  
(Hereinafter referred to as "the Applicant")

Its successors-in-title or assigns, arising from or out of or in terms of a Application for credit facilities (hereinafter referred to as "the Credit Agreement") (to which this surety ship is attached) between the SUPPLIER AND APPLICANT DATED \_\_\_\_\_ in respect of services and goods rendered including, but not limited to payment to the SUPPLIER by the APPLICANT of any amounts which may at any time become owing to the SUPPLIER by the APPLICANT from whatever cause arising.

I agree and declare that:

1. No act of indulgence, relaxation or grace granted by the SUPPLIER to the APPLICANT (including any act of accepting payment after due date or in accepting a lesser sum than the amount due) shall prejudice or effect the Supplier's rights in terms hereof, and if any action by the SUPPLIER result in a novation of any debt or liability arising out of or from the CREDIT AGREEMENT, then I undertake and agree to be similarly bound as Surety and Co-Principal Debtor in favor of the SUPPLIER for such novated debt or liability.
2. This Suretyship shall remain in force as a continuing covering security until such time as all the obligations of the APPLICANT to the SUPPLIER in terms of the CREDIT AGREEMENT (or any renewal, amendment, breach or cancellation thereof) have been duly and properly fulfilled.

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3. I renounce the benefits of execution, division and cession of action, the full meaning and effect whereof I know and understand.
4. The SUPPLIER shall be entitled at its option to institute and legal proceedings which may arise out of or in connection with this Suretyship in any Magistrate's Court having jurisdiction in respect of the Surety's person, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court in respect of the cause of action.
5. If this Deed has been prepared in form for signature by more than one Surety, then each surety who signs it acknowledges and records that notwithstanding the fact that it provides for signature hereof by other Sureties, there is a separate, distinct and independent contract of Suretyship brought into existence by each who does sign it. Accordingly if for any reason any Surety names herein shall fail to sign this Deed of Suretyship for any reason whatsoever or if this Suretyship shall for any reason cease to be or is not binding on any one or more of the Sureties then the obligations of the other(s) shall be and continue to be binding and remain of full force and effect in terms hereof.
6. In the event of the APPLICANT becoming insolvent, this Surety ship shall extend to and cover all losses which may be sustained by the SUPPLIER by reason of the non-performance of the terms of such CREDIT AGREEMENT and I shall be liable jointly and severally to the SUPPLIER as Surety and Co-Principal Debtor for the due payment in full of all such losses.
7. Without derogating from the generality of any of the provisions of this Suretyship of the ambit of the obligations embraced, my liability shall cover all claims for compensation or damages which the SUPPLIER may at any time have as a result of the cancellation or termination of any contract between the APPLICANT and the SUPPLIER howsoever arising, including without limitation the termination of any contract between the APPLICANT and the SUPPLIER howsoever arising, including without limitation the termination of any lease between the APPLICANT and the SUPPLIER (or the Supplier's predecessor in title) which takes place pursuant to the provisions of Section 37(1) of the Insolvency Act, No. 24 of 1936, as amended, or, where the APPLICANT is a Company, or pursuant to any corresponding legislation.
8. It is agreed and declared that all admissions and acknowledgements of indebtedness by the APPLICANT shall be binding on me.
9. If the CREDIT AGREEMENT has been signed on behalf of a Company to be formed then this Suretyship is for the obligations of that Company.

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**10. DOMI CILIMUM CITANDI ET EXECUTANDI:**

I choose my Domi cilium citandi et executandi for services of all notices, letters and relevant legal documents as:

HOME ADDRESS : .....

POSTAL ADDRESS : .....

TELEPHONE NR : .....(H)

.....(W)

.....(F)

I agree that all notices delivered or sent by prepaid post to above address shall be deemed to have been received within 4 (four) days after the date of delivery thereto.

This document existing out of seven pages at.....on this.....day of the month of .....20\_\_\_\_\_

For the SURETY

.....  
Signature Print Name

Spouse of SURETY (where SURETY is married in Community of property)

.....  
Signature Print Name

AS WITNESSES:

1. ....  
Signature Print Name

2. ....  
Signature Print Name

3. ....  
Signature Print Name

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