



TRANSPORT - WAREHOUSING - LOGISTICS



APPLICATION FOR 30 DAYS PAYMENT FACILITY

FORM OF BUSINESS OF APPLICANT (mark with x)

- PTY (LTD) LIMITED CLOSE CORPORATION
 SOLE PROPRIETOR PARTNERSHIP TRUST

FULL REGISTRATION NAME OF BUSINESS:

TRADING NAME (if different): _____

BUSINESS REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER: _____

TELEPHONE NUMBER: _____

EMAIL: _____

PHYSICAL/REGISTERED ADDRESS OF BUSINESS: _____

POSTAL ADDRESS OF BUSINESS: _____

HOW LONG HAS YOUR BUSINESS BEEN ACTIVELY TRADING? _____

NAME OF BANK: _____

ACCOUNT NUMBER: _____

BRANCH: _____

MONTHLY LIMIT APPLYING FOR: _____

NATURE OF BUSINESS: _____

ACCOUNTS CONTACT: _____

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NUMBER: _____

IS YOUR BUSINESS UNDER DEBT REVIEW? YES/NO _____

NAME OF AUDITORS / ACCOUNTANTS: _____

TRADING PREMISES: OWNED LEASED

IF LEASED, NAME AND CONTACT DETAILS OF LANDLORD: _____

TRADE REFERENCES:

NAME	TELEPHONE NO	ADDRESS	ACCOUNT NAME

OWNER / PARTNER / DIRECTORS / MEMBERS / TRUSTEES OF APPLICANT:

Name	Position	Residential Address	Identity Number	Mobile number

Name	Shareholding/Interest

SIGNED AT _____ ON THE _____ DAY OF 20_____

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This 30 Day Payment Facility Agreement is entered into between:

JFM LOGISTICS (PTY) LTD.
(hereinafter referred to as " JFM ") and

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(hereinafter referred to as "the Debtor")

WHEREAS JFM provides transport, logistics and warehousing services to its customers.
AND WHEREAS, the Debtor intends to make use of the transport, logistical and warehousing services offered by JFM and has applied to JFM for a 30 Day Payment Facility Agreement.

AND WHEREAS JFM has approved the Debtor's application and has agreed to provide the Debtor with a 30 Day Payment Facility subject to the Debtor agreeing to the terms and conditions applicable to this 30 Day Payment Facility as herein attached.



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NOW THEREFORE, the Parties agree as follows:

1. TERMS AND CONDITIONS

- 1.1 The Debtor warrants that all information provided to JFM upon which JFM has agreed to provide the 30 Day Payment Facility are true and correct and that the Debtor has not withheld or misrepresented its financial position to JFM.
- 1.2 The Debtor acknowledges and confirms that all and any services provided by JFM subject to this 30 Day Payment Facility shall be undertaken subject to JFM's standard terms and conditions for carriage of goods by road and its standard terms and conditions for logistics and warehousing services annexed hereto as Annexure B and C or as may be amended from time to time.
- 1.3 The Debtor shall not exceed the agreed monthly facility granted by JFM and shall, upon written request from JFM, pay any amount in excess of the agreed facility amount within 7 days of demand by JFM,
- 1.4 Should the Debtor fail to manage the facility granted in accordance with the grant of the facility, JFM shall have the sole and unfettered right to vary or withdraw the facility granted or the amount thereof. If the facility is withdrawn or amended the Debtor shall be liable to pay the full amount then outstanding as at the date of withdrawal of the facility or its amendment.
- 1.5 JFM will invoice the Debtor for any and all transport and/or logistical and/or warehousing services, undertaken and/or rendered by JFM to the Debtor in accordance with the rates referred to in JFM's standard trading conditions.
- 1.6 JFM reserves the right to charge interest at the rate of 2% per month on any invoiced amount remaining unpaid 30 (thirty) days after the invoice date.
- 1.7 The Debtor herewith specifically waives any and all rights it may have to deduct/set off any amount from money owed by it to JFM.
- 1.8 Notwithstanding, the provisions of Section 34 of the Insolvency Act, the Debtor hereby agrees and undertakes to give JFM written notice within 7 (seven) business days of any change of ownership in the Debtor or, of a share transaction whereby the majority shareholding in the Debtor is affected.
- 1.9 In the event that the Debtor fails to give JFM the written notice as referred to in clause 1.9 above, the total of all amounts owed or owing by the Debtor to JFM at that time



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shall become immediately due and payable by the Debtor to JFM.

- 1.10 In addition to the above, should there for any reason whatsoever be a change in the ownership in the Debtor, the total of any and all amounts owed or owing by the Debtor to JFM at that time shall immediately become due and payable by the Debtor to JFM.
- 1.11 The Debtor and its Directors herewith consent to a credit check being performed JFM's on the Debtor with one or more recognized credit bureaus.

2. GENERAL

- 2.1 The parties undertake to do all such things as are necessary and to sign all documents from time to time in order to give effect to the contents of this agreement;
- 2.2 The terms of 30 Day Payment Facility Agreement shall be read in conjunction with and as part of JFM's standard trading conditions. Any conflict between the provisions of this 30 Day Payment Facility Agreement and the Standard Trading Conditions shall be referred to JFM for clarification. .
- 2.3 No alteration, cancellation, variation of, or addition hereto or revival of this 30 Day Payment Facility agreement shall be of any force of effect unless reduced to writing and signed by both parties.
- 2.4 No indulgence, leniency or extension of time which JFM may grant or show to the Debtor in terms of this 30 Day Payment Facility Agreement shall in any way constitute a waiver of any of the rights of JFM and JFM will accordingly not be precluded from exercising any claim which it may have against the Debtor.
- 2.5 By signing this 30 Day Payment Facility agreement the signatory confirms and guarantees in favour of JFM that he or she is duly authorised to sign this 30 Day Payment Facility agreement on behalf of the Debtor. The said signatory hereby personally indemnifies JFM from any loss, damage or liability arising from or in connection with a defect in his or her authority and the Debtor shall not be able to rely on the defence of estoppel to a claim by JFM for amounts owed as a result of services performed by JFM for and on behalf of the Debtor.

3 BREACH

- 3.1 Should the Debtor:
 - 3.1.1 Default in its obligation to pay any amounts due under the 30 Day Payment Facility, and



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remain in default or fail to remedy such breach within 7 (seven) days of receipt of a written notice from JFM calling upon it to do so; and/or

- 3.1.2 Be placed under liquidation (provisionally or finally); and/or
- 3.1.3 Be placed under business rescue; and/or
- 3.1.4 Make, or attempt to make, a compromise with any of its creditors; and/or
- 3.1.4 Have any of its property attached in execution of a court judgment,

JFM Logistics will be entitled, without prejudice to any other remedy it may have against the Debtor, to proceed immediately for recovery of the total amount then due under the 30 Day Payment Facility owing by the Debtor to JFM Logistics together with such interest accrued and costs incurred to date of recovery.

- 3.2 The Debtor hereby renounces the benefits of all legal exceptions which it might or could take in law, or in equity against the payment of its liability hereunder, and without detracting from the generality hereof, it specifically renounce the benefits of the exceptions "non numeratae pecuniae", errors of calculation and revision of accounts.
- 3.3 The Debtor acknowledges that any extension or leniency granted to it by JFM Logistics will be without prejudice to any and all claims which JFM Logistics may have against the Debtor and shall in no way vitiate or reduce the Debtor's liability in terms hereof.
- 3.4 A certificate signed by a person identified in the certificate as a duly authorised representative of JFM shall be proof, until the contrary is proved of the amount then owing by the Debtor and the due date for payment.
- 3.5 In the event that JFM seeks to enforce any of its rights arising here from, then the Debtor
 - 3.5.1 consents to the jurisdiction of the Magistrate's Court should JFM at its own discretion elect to proceed in that forum; and
 - 3.5.2 shall pay, on demand
 - 3.5.2.1 collection charges on any monies, damages and interest recovered, at the rate of 10% per annum plus VAT or such higher rate as may from time to time be suggested the Western Cape Legal Practice Council L for Attorneys to be charging their clients for collection of debt; and



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3.5.2.2 all costs of whatsoever nature, calculated on the scale as between Attorney-and-own-client, to the extent that JFM s will be fully and completely indemnified against, and reimbursed for, any costs or charges of whatsoever nature and howsoever incurred in enforcing and/or protecting its rights hereunder, such costs to be calculated in accordance with the non-litigious tariff recommended by the Western Cape Legal Practice Council ; if the amount of such costs be disputed by the Debtor, then a Bill of Costs shall be drawn up by Attorneys and assessed by the Taxing Committee appointed by the said Law Society or the Registrar of the High Court or Clerk of the Magistrate's Court, as the case may be, in which event the defaulting party will be absolutely bound to pay whatever amount may be thus assessed;

3.5.2.3 interest at the legal rate applicable at the time reckoned from date of breach or when JFM makes such claim or seek to enforce any of its rights, and calculated until date of payment in full.

4 DOMICILIUM CITANDI ET EXECUTANDI

4.1 Each of the parties chooses the following physical address as its domicilium citandi et executandi for purposes of delivery of any notice required in terms of this 30 Day Payment Facility agreement, payment of any amount, the service of any process and for any other purposes in terms of this 30 Day Payment Facility agreement:

4.1.1 JFM Logistics:

607 Chevrolet Street
Markman Industrial
Port Elizabeth, 6001

4.1.2 the Debtor:

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.....
.....
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4.2 Each of the parties shall be entitled at any time by way of written notice to the other to change their domicillium as set out above provided that such amended address remains a physical address and not a postal address and is in the Republic of South Africa. Such change will become effective on the 7th (seventh) day after receipt of the other party of the notice which is referred to herein.

4.3 Any notice in terms of conditions of this agreement must be:

4.3.1 delivered by hand; or

4.3.2 sent by email in a PDF format.

4.4 A notice in terms of the conditions of this 30 Day Payment Facility agreement shall be considered to be duly received:

4.4.1 if delivered, on the date of the delivery provided such date of delivery is an ordinary business day between 08:00 and 16:30 if not, then on the first ordinary business day thereafter; and

4.4.2 if sent by email, on the 1st business day (excluding Saturday, Sunday and Public Holidays) after the date upon which it was posted.

5 SURETY

JFM shall be entitled to require the Debtor provide a surety(-ies), in the format annexed hereto marked as Annexure D, on behalf of the Debtor to secure the amount of the 30 Day Payment Facility.

SIGNED at PORT ELIZABETH on

AS WITNESSES

1.

2.....

.....
Duly authorised to sign on behalf of



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SIGNED at PORT ELIZABETH on

AS WITNESSES

1.

2.

.....
Duly authorised to sign on behalf of
JFM Logistics



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ANNEXURE A

RESOLUTION TAKEN BY THE DIRECTORS/MEMBERS OF
..... (NAME OF COMPANY/CC)
Registration number ATON
.....20.....

ALL DIRECTORS/MEMBERS OF THE COMPANY/CORPORATION RESOLVE AS FOLLOWS:
The COMPANY/CORPORATION hereby expressly authorises and the Directors/Members, being all
the Directors/Members of (name of
COMPANY/CORPORATION) hereby expressly consent and resolve that:

1 The Company/Corporation enters into an agreement with JFM LOGISTICS (PTY) LTD. for
the provision by JFM of the following services:

- 1.1 transport services
- 1.2 logistic services
- 1.3 warehouse services

and always subject to JFM's standard terms and conditions as detailed in Annexure B and C or as
amended from time to time.

2 That the Company/Corporation applies for a 30 Day Payment Facility from JFM and that such 30 Day
Payment Facility shall be granted by JFM on the terms and conditions of this 30 Day Payment Facility.

3 That (name and surname of
Company/CC representative) be and is hereby authorised to sign all documents on behalf of the
Company/Corporation that may be requisite and/or necessary to effect the above.

CERTIFIED A TRUE COPY

DIRECTOR/MEMBER

DIRECTOR/MEMBER

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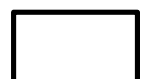
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PLEASE ATTACH THE FOLLOWING DOCUMENTS:

- Copy of company registration documents (latest CIPC Disclosure Certificate);
- Copies of ID's of all Directors/Members/Partners/Owners;
- Copy of companies VAT Registration certificate / Valid Tax Clearance Certificate;
- Copy of bank letter to confirm banking details;
- Copy if applicable of BBBEE Certification; &
- Attached Consent Form completed.

Any overdue account will be charged with 2% interest per month.



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