



**QUICK LOAD
LOGISTICS**

QUICK LOAD LOGISTICS CC

REG: 2007/116691/23

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CREDIT APPLICATION, CREDIT AGREEMENT and SURETYSHIP

1. Registered name of business :
2. Previous trading / registered names :
3. Incorporated form of business :
4. Registration Number :
5. Date of Establishment of Business :
6. VAT registration number (attach certificate) :
7. Registered name of holding company :
8. Names of subsidiary and associate companies :
9. Business activities :
10. Physical address :
11. Are deliveries to be made to this address? If not, then where?
12. Postal address :
13. Can Invoices and Statements be emailed ? <input type="checkbox"/> Yes <input type="checkbox"/> No (supply delivery address if not so)
14. Registered address :

15. Telephone :	Email :	
16. Premises <input type="checkbox"/> owned <input type="checkbox"/> leased? Name of landlord:		
17. Postal address of landlord :		
18. Details of <input type="checkbox"/> Proprietors <input type="checkbox"/> Directors <input type="checkbox"/> Members <input type="checkbox"/> Partners		
19. Full name	Identity No:	
	% Shareholding /Interest	
20. Residential address		
21. Full name	Identity No:	
	% Shareholding /Interest	
22. Residential address		
23. How long has the proprietor(s) owned the business?		
24. Auditors / Financial officer's name and Telephone Number :		
25. Banker's details: Institution		
26. Account name :	Branch :	Date opened :
27. Account Number :	Branch Code:	
Type:		
28. Trade Reference 1: Name	(Tel) :	
29. Address	Credit Limit :	
30. Trade Reference 2: Name	(Tel) :	

31. Address	Credit Limit :
32. Trade Reference 3: Name	(Tel) :
33. Address	Credit Limit :
34. List all sureties, cession of debtors, notarial bonds, factoring & judgements	
35. List all liquidations, sequestrations against the business or its principals	
36. Have moratoriums or offers of compromise ever been made to any creditors?	
37. Can the latest audited Financial Statements be made available?	
What year :	
38. Annual turnover or asset value is more than R1 million?	
39. Can surety be offered to substantiate the credit limit?	
40. Account contact person:	Order Numbers used?
41. Credit requested in R	
<p>Undersigned accepts the Standard Conditions of Agreement included in this document. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the end of the month in which a tax invoice was issued by Quick Load Logistics CC. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped. I hereby certify that all above information is correct.</p>	
<p>The signatory hereby binds himself/herself as a co-principal debtor jointly and severally for all existing debts and any future debts incurred with Quick Load Logistics CC by the applicant named above and below.</p>	
Signed :	Place :
	Date :
Printed name(s):	
Corporate designation of signatory:	
Signed as co-principal debtor and surety :	
Printed name(s):	
Corporate designation of signatory:	

Standard Conditions of Agreement

1. Definitions:
 - a. The Company means Quick Load Logistics CC with registration number 2007/116691/23
 - b. The Customer means the consignor / consignee
 - c. The goods mean the contents of the consignment appearing on the face of the waybill or any other company documents.
2. Charges
 - a. Should the Customer not have an approved account with the Company the goods will be paid for on a cash on delivery basis.
 - b. Credit facilities are at the sole discretion of the Company and may be terminated unilaterally.
3. Payments
 - a. Payment terms agreed on the quotation.
 - b. Should the Customer not adhere to the payment terms, all outstanding monies will become immediately due and payable.
 - c. The Customer agrees to interest on overdue and unpaid charges to the Company at prime rate plus 4 %.
4. Instruction / Packaging and Marking
 - a. The Customer will ensure that the waybill for each and every package is properly and accurately completed with the Name, Address of the intended receiver as well as the Name and address of the Sender.
 - b. The Customer will ensure that the goods are properly and sufficiently packaged and that it has been securely contained having regard to the nature and fragility of goods and the danger of leakage of any substance as the Company will not accept any responsibility due to the lack thereof.
5. Dangerous / Hazardous goods
 - a. The Customer warrants that he is aware of and will be bound by the current national and international regulations relating to the carriage of dangerous or hazardous goods.
 - b. These goods shall be labelled and handled according to the regulations
6. Storage
 - a. Any goods stored by the Company will be stored at the risk of the Customer and the Company shall not be responsible for any loss or damages suffered in accordance to the negligence of the Company or its employee.
7. Subcontracts
 - a. The Company shall be entitled to contract any airline, or road carrier service of any other third party with regard to the carriage and storage of goods.
 - b. The Company may receive any commission, allowance or other remuneration from any third party in the course of the carriage, storage and handling of the goods and will not be obliged to account or disclose any such benefit to the client.
8. Risk and Insurance
 - a. The Company is not in a position to offer insurance due to the FAIS and Compliance Act that came into operation in 2002.
 - b. The Customer acknowledges that they shall arrange their own insurance
9. Deadlines for deliveries
 - a. The Customer accepts that the Company cannot be held to any deadlines, irrespective of the nature thereof.

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- b. The Company shall not attract any liability of any nature to the client or any third party should any consignment not be delivered on or before the requested date and the delay will not afford the Customer any rights to withhold any payments in this regard.
10. Entire agreement and variation
 - a. This agreement shall be seen as the entire agreement and any variation thereto shall be done in writing and signed by both parties.
11. The parties agree that the order becomes final and binding on receipt and acceptance of the signed quotation by the Company
12. The company will not be liable for any negligent representations made by the Customer and the Customer shall be liable for any additional costs due to these acts / omissions.
13. The quote shall be valid for 7 days subject to the availability of goods / services and any price quoted is subject to variation and fluctuation of cost price.
14. Any delivery note, waybill or job card (copy of original) signed by the Customer / third party engaged to transport the goods and held by the Company shall be prima facie proof that delivery was made to the Customer.
15. Risk shall pass to the Customer on delivery. If goods were delivered but not recovered the Company reserves the right to recover such fees from the insurer / customer.
16. Delivery and performance times are quoted and are merely estimates and not binding on the Company.
17. No claim under this Agreement shall arise unless the Customer has within 3 days of an alleged breach of contract occurring, given the Company written notice by registered post of such breach / defect and has granted the Company at least 14 working days to rectify the breach.
18. The Customer is not entitled to withhold any payment / set off any payment.
19. Discounts offered on quotations are strictly on payment terms agreed upon. Should payment not be received within the terms all discount shall be forfeited.
20. Any printout or computer evidence shall be admissible by the party tendered on the requirements on Electronic Communications and Transactions Act, Act 25 of 2002.
21. The Customer agrees that no debt shall prescribe before the passing of a period of 5 years.
22. A credit approved Customer shall lose this approval when payment is not made on the terms agreed upon. The company can unilaterally cancel the credit approval by way of writing and delivered by email to the address used in the normal course of business.
23. In the event of outstanding payment the Company reserves the right to retain any goods. Should payment be outstanding for 6 months the Company may sell these goods to recover costs.
24. The Customer shall be liable for the Company's legal costs on an attorney-own –client-scale should the Company incur any legal costs to redeem any funds. The Customer shall also be liable for tracing / collection / valuation fees that the Company may deem fit. The Customer agrees that the Company shall not be required to furnish any security in terms of Rule 62 of the Magistrates Court act, Act 32 of 1944 or the Supreme Court Act, Act 59 of 1959.
25. The Customer agrees that any indulgence provided by the Company shall not be seen as a breach / waiver of the Standard Conditions of Agreement.
26. The Customer agrees that the Company can institute legal proceedings in terms of Section 45 of the Magistrates Court Act Act 32 of 1944, in the Magistrates Court Kuilsriver and should the Company deem necessary in the High Court of South Africa, Western Cape High Court, at its sole discretion. The parties agree that these divisions shall have the sole jurisdiction to decide on any legal proceedings.

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27. The Customer chooses its domicilium citandi et executandi as the registered address on the quotation / credit application.
28. The Customer undertakes to inform the Company within 7 working days of any change of members / directors / company information.
29. The signatory warrants that he / she is duly authorized to act / sign these conditions on behalf of the Customer.
30. The Company undertakes to inform the Customer should any negative information on the Customer be submitted to the Credit Bureau and should no response thereto be received, the Company will proceed to list the Customer accordingly.
31. The parties agree that the signed Certificate of Balance is prima facie proof of the Customer's indebtedness to the Company
32. The parties further agree that perishable goods shall be deemed delivered on arrival whether the Customer is present and signed for the goods or not.
The Company cannot be held liable by Third parties entities for any fines , loss of income, interest of confiscation of goods.

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