



Reg Number: 2004/035779/07

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www.bixpress.co.za

REPRESENTATIVE NAME:

**APPLICATION FOR CREDIT INCORPORATING A SURETYSHIP OF
BIXPRESS (PTY) LTD**

APPLICANT'S CREDIT FACILITY APPLICATION

REGISTERED NAME OF APPLICANT (INDICATE IF A (PTY)LTD / CC/PARTNERSHIP)		REGISTRATION NUMBER OF APPLICANT			
FULL TRADING NAME OF THE APPLICANT		HOLDING COMPANY AND ADDRESS IF APPLICABLE			
TELEPHONE NO.	FAX NO.	E-MAIL ADDRESS			
BOX NUMBER AND PHYSICAL ADDRESS (DOMICILIUM ADDRESS)		DELIVERY ADDRESS			
MEMBERS / DIRECTORS / PARTNERS FULL NAMES AND PHYSICAL ADDRESSES					
1.		IDENTITY NUMBER			
2.		IDENTITY NUMBER			
3.		IDENTITY NUMBER			
PLEASE STATE IF APPLICANT OR ANY DIRECTORS / MEMBERS / PARTNERS HAVE BEEN DECLARED INSOLVENT OR HAVE EFFECTED SCHEME OF COMPROMISE WITH ANY CREDITOR IF YES,GIVE DETAILS OF TRUSTEES/LIQUIDATOR					
<table border="1"><tr><td>YES</td></tr><tr><td>NO</td></tr></table>				YES	NO
YES					
NO					
DETAILS OF MORTGAGE AND/OR NOTARIAL IN FAVOUR OF:BONDS,AMOUNT:					
DATE OF BUSINESS PURCHASED OR ESTABLISHED:	NATURE OF TRADING ACTIVITIES	IMPORT/EXPORT CODES:			

BANKERS NAME:		ACCOUNT NUMBER		
BRANCH NAME:		BRANCH TELEPHONE NUMBER:		
PREMISES	OWNED	RENTED	IF NOT OWNED,PLEASE STATE NAME & ADDRESS OF LANDLORD	
PERSON/S NAME RESPONSIBLE FOR PAYMENT:		TELEPHONE NO:	E-MAIL ADDRESS:	
CREDIT LIMIT REQUIRED:		AUDITOR'S NAME:		
AUDITOR'S ADDRESS:		AUDITOR'S PHONE NO:		
VAT REGISTRATION NUMBER:				
DETAILS OF PRINCIPAL TRADE SUPPLIERS				
NAME OF SUPPLIER AND ADDRESS	AVERAGE MONTHLY PURCHASE	TERMS	ACCOUNT NO.	TELEPHONE NO.
1.				
2.				
3.				

Name _____

Designation _____

Signed _____

CONDITIONS OF CREDIT

The Applicant acknowledges that it has read and understood and hereby accepts and agrees to the following Conditions:

1. It is warranted that the information furnished above is true and correct in every respect.
2. The Applicant undertakes to notify BIXPRESS (PTY) LTD (hereinafter referred to as BIXPRESS) forthwith in writing of any change of address, failing which any credit facility granted to it shall be deemed forthwith to be cancelled.
3. These conditions of credit are to be read in conjunction with and incorporate the standard conditions of carriage. Upon the signing of this credit application the Applicant agrees to be bound by the terms incorporated in both such documents. Should there be a conflict between the terms and conditions incorporated in this document and the terms and conditions of the standard conditions of carriage, the terms and conditions of this Credit Application shall prevail and be of full force and effect.
4. For credit decisions, the prevention of fraud and money laundering as well as overall risk management, BIXPRESS may make use of a credit bureau to assist us in making decisions. What BIXPRESS does with this information, is detailed below:-
 - 4.1. When you apply to us to open an account, BIXPRESS will:
 - a) Search a credit bureau and/or check our own records for information on:-
 - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
 - ii. Your personal accounts, and if relevant, your spouse or partner's accounts or the accounts of any other person with whom you share income and mutually bear obligations; and
 - b) Check trade references
 - i. If you are a director, member, shareholder or partner in a small business accounts.
 - ii. Your personal accounts and if relevant, your spouse or partner's accounts or the accounts of any other person with whom you share income and mutually bear obligations; and
 - 4.2. BIXPRESS may use the information supplied to us as part of the application to a credit bureau.
 - 4.3. In the processing of your application for credit we will obtain information from a credit bureau for the following purposes:-
 - a) To assess your application for credit, and your level of indebtedness and debt repayment history as required by the National Credit Act and / or ;
 - b) Assess risk and/or ;
 - c) Validate and verify information which you provide to us including your identity of your spouse, partner or other directors/partners and/or;
 - d) Undertake checks for the prevention and detection of fraud and/or money laundering and/or;
 - e) We may use scoring methods to assess this application and verify your identity
 - f) Any or all of these processes may be automated.
 - 4.4. Ongoing account management:-
 - a) Once you have an account with us, we will supply information to a credit bureau about how you conduct your account.
 - b) We may make periodic searches of the credit bureau information to manage your account with us, and to take decisions regarding affordability and / or risks involved in offering you payment terms.
 - c) Supply trade references to credit bureaus.
 - d) If you borrow or make use of our payment terms and do not repay in full and on time, this information will be provided to a credit bureau, after we have given you 20 business days notice of our intention to send this information to a credit bureau. If you have borrowed from us or made use of our payment terms and do not make payments that you owe us, we will trace your whereabouts using credit bureau information and recover payment.
5. The purchase price for every delivery and / or service rendered by the Applicant shall be payable by no later than the last day of the month, subject however to the condition that credit terms shall at all times be at the sole discretion of BIXPRESS and may be altered or abolished at any time without prior notice to the Applicant. The Applicant shall not be entitled for whatsoever reason to withhold any payment due, or to effect a set-off against any monies due by BIXPRESS.
6. If payment of any particular purchase made is overdue, the purchase price for all purchases made from BIXPRESS shall immediately become due and payable despite the provisions of the preceding paragraph.
7. Unless the Applicant request insurance cover as is provided for on the face of the waybill, the maximum liability for which BIXPRESS will be liable is the sum of R 0.00 per parcel of all types consignments. If this waybill includes insurance kindly note that that insurance will be arranged through Eikos Risk Applications (Pty) Ltd, (Eikos) an authorized financial services provider (FSP 481) or any authorized financial service provider appointed by BIXpress (Pty) Ltd and or their appointed carriers. Insurance cover is at 3% of value with a minimum of R 200.00 per waybill.
8. The Applicant may become liable at BIXPRESS'S discretion for the payment of interest to BIXPRESS at prime rate as charged by BIXPRESS'S bankers on all overdue accounts plus 2%, which interest shall be calculated and compounded monthly in advance from the due date of payment, in respect of all overdue amounts
9. Should the Applicant be in default in any respect whatsoever, BIXPRESS shall be entitled in its sole discretion to institute action against the Applicant in any competent court of law and the Applicant consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1994 as amended.

10. Notwithstanding the foregoing, BIXPRESS shall not be obliged to institute action against the Applicant in the Magistrate's Court and the Applicant hereby submits to the jurisdiction of the High Court of South Africa,(Witwatersrand local Division), in respect of any action instituted against the Applicant by BIXPRESS.
11. A certificate issued under the hand of a Director and/or Manager and /or Member of BIXPRESS shall be prima facie evidence of the amount due by The Applicant and such certificate shall be sufficient for purposes of Summary Judgment or Provisional Sentences.
12. In the event of BIXPRESS handing over The Applicant's account to an attorney for collection(whether action is instituted or not).The Applicant agrees to pay costs on the attorney and own client scale, including collection commission payable in terms of law.
13. In this agreement, unless the context otherwise requires, the words importing the singular shall include the plural and vice versa.
14. The Applicant agrees to notify BIXPRESS in writing within (7) days of any change in ownership of its business, or should it be a company, any share transaction where the majority shareholding is effected, failing which any credit facility granted shall be deemed forthwith to be cancelled.
15. In the event of an order being given to BIXPRESS on the Applicant's official order form, the Applicant shall be stopped from denying the validity of such order notwithstanding the fact that such order may have been given or signed by a person not authorized by the Applicant.
16. The Applicant agrees that the signature of any agent, contractor, sub-contractor or employee of the Applicant on BIXPRESS official delivery note/ invoice/waybill or the delivery note of any authorized independent carrier will constitute proof of the carriage of the goods.
17. The Applicant agrees that any latitude or allowance whatsoever which BIXPRESS may grant the Applicant particularly with regard to the foregoing, will not be construed as a waiver of any right that BIXPRESS may otherwise have against the Applicant.
18. The Applicant acknowledges that BIXPRESS is not the manufacturer of the goods.The Applicant accordingly indemnifies and holds BIXPRESS harmless against any claim that may be brought against BIXPRESS in consequence of such goods being defective and causing any damage whatsoever, whether through accident or negligence or any other cause.
19. Any condonation of any breach of any of the provisions hereof or other act or relaxation,indulgence or grace on the part of BIXPRESS shall not in way operate as or be deemed to be a waiver by BIXPRESS of any rights under this contract, or be construed as a novation thereof.
20. This contract contains the entire agreement between the parties and any other terms, provisions, conditions or cancellations thereof whether express or implied are excluded herefrom and any variations, alterations or additions to this contract shall not be of any force or effect or legal validity unless reduced to writing and signed by the parties or their duly authorized representatives.
21. The Applicant chooses as its domicillum citandi at executandi the address as set out in this document.
22. As a continuing covering for all the Applicant's present and future obligations to BIXPRESS, the Applicant does hereby irrevocably pledge, cede transfer and make over to BIXPRESS all and any claims of whatsoever nature and description and howsoever arising, which are now or may hereafter become due to the Applicant from any cause of indebtedness whatsoever and due by any person or persons whosoever without exception.

(Please read carefully and sign acknowledgment)

Name:

Designation:

Signed:

SUMMARY OF BIXPRESS TRADING CONDITIONS:

A copy of the full set of Standard Trading Conditions is available on request at all BIXPRESS offices.

1. BIXPRESS shall mean BIXPRESS (PTY) LTD.
2. "Customer" shall mean any person at whose request or on whose behalf BIXPRESS undertakes any business or services.
3. "Sender" shall either mean the "Customer" or shall be the party nominated by the customer as the party from where the consignment is to be collected by BIXPRESS.
4. "Consignee" shall mean the party to whom the consignment is being sent or the party who actually takes delivery of the consignment at the place of destination, or the party nominated by the "Customer" as the party to whom the delivery of the consignment must be made.
5. "Goods" means any goods tendered to or coming under the control of BIXPRESS on behalf of any customer and shall include interalia packages, parcels, articles and documents.
6. "Consignment" means the total number of goods conveyed under a single transport document / waybill.
7. All and any business undertaken, service provided or goods accepted by BIXPRESS shall be subject to this agreement and on the terms and conditions hereinafter set out. This agreement shall be deemed to be incorporated in and be a part of any agreement between BIXPRESS and the customer.
8. BIXPRESS shall not be deemed to be a Common Carrier nor a Public Carrier and deals with goods only on the basis set out in this agreement.
9. BIXPRESS has the right to and shall be entitled at all times to employ other third parties, contractors or subcontractors to perform the services requested by the Customer or fulfill any contract with the customer.
10. Where BIXPRESS makes use of the services of a third party, contractor or subcontractor to perform the services requested by the Customer, the Customer's goods are accepted subject to the conditions stipulated by those third parties into whose possession or custody they may pass, provided that if there is any conflict between the two sets of conditions, the latter shall prevail.
11. Unless the customer is an account holder of BIXPRESS, BIXPRESS's charges must be paid in cash before the goods are transported, alternatively in the case where the goods are stored such payment must be made prior to the delivery or removal from BIXPRESS's storage facility.
12. All quotations shall exclude customs duties, clearing charges and/or fines imposed by customs or any other charges in respect of which BIXPRESS has no control. In particular quotations will also not include the requirement for any extraordinary packaging that may be necessary to ensure the safe transport of fragile articles.
13. The Customer shall indemnify BIXPRESS and hold it harmless against all losses, damages, expenses and fines arising from any inaccuracy or omission made by the Customer in completion of the waybill or transport document.
14. BIXPRESS carries and otherwise deals with the goods at owner's/customers risk. BIXPRESS accepts no liability for any claims for loss of or damage to goods conveyed or for non-delivery or mis-delivery, whether such loss and damage, non-delivery or misdelivery is due in whole or part to any negligence or breach of contract on the part of BIXPRESS unless it is provided by the Customer that such loss, damage, non-delivery or misdelivery occurred whilst the goods were in the actual custody of BIXPRESS and under its actual control and was as a result of the gross negligence or willful misconduct on the part of BIXPRESS.
15. BIXPRESS shall not be liable for any consequential or economic loss whatsoever, including but not limited to loss of production or loss of profits.
16. In spite of the foregoing exclusions of liability, if BIXPRESS is found to be liable to any party, then the extent of its liability shall be limited to and shall not exceed an amount of R30.00 per parcel or R100.00 per consignment or the market value of the goods lost or damaged whichever is the lesser.
17. Risk Management – See addendum A.
18. The Customer shall be liable to pay the insurance premium. If the premium has not been paid by the due date, there will be no insurance cover. If this waybill includes insurance, kindly note that the insurance will be arranged through Eikos Risk Applications (PTY)Ltd, (Eikos) an authorized financial services provider (FSP481). Unless otherwise advised, Astra Maritime Underwriting Managers for Holland Insurance Company Limited, will underwrite insurance.
19. Any insurance effected shall be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters taking the risk. In particular, the insurance shall be limited to physical loss or damage to the goods.
20. BIXPRESS shall have completed its carriage obligations once the goods have arrived at their nominated destination, or are tender for delivery there but the consignee refuses or is unable to accept them, in which case BIXPRESS will make reasonable attempts to notify the Customer to request further instructions.

21. The Customer warrants that it is authorized to accept and is accepting these conditions on behalf of itself and as agent for and on behalf of all other persons who have a proprietary interest in the goods. The Customer hereby indemnifies the Company and holds it harmless against any, damages, cost and expenses resulting from a breach of this warranty.
22. The Customer warrants that anyone signing the face of the waybill or transport document on behalf of the Customer in the appropriate space provided and thereby acknowledging acceptance of the conditions of service, is a duly authorized signatory on behalf of the Customer. The Customer hereby indemnifies the Company and holds it harmless against any damages, cost and expenses resulting from a breach of this warranty.
23. All goods shall be subject to a General and Special lien and pledge either for monies due in respect of such goods or for other monies due to BIXPRESS from the Customer. If any monies due to BIXPRESS are not paid within 30 days after notice has been given to the Customer, BIXPRESS has the option of selling the whole or part of the consignment either by public auction or by private treaty, and to apply the proceeds of any such sale, after deducting all the expenses thereof, in payment of or towards any sum due by the Customer to BIXPRESS.

Name:

Designation:

Signed:

SURETYSHIP

I/We the undersigned hereby bind myself/ourselves in my/our personal capacity as a surety/sureties and co-principal debtor/s jointly and severally in solidum to BIXPRESS for the due and proper fulfillment of all the obligations of and for the punctual payment of all sums which are or may become due by the Applicant arising out of this application. I/We renounce the benefits of excussion, division and cession of action, the full meaning and effect whereof I/We know and understand. I/We acknowledge that no representation whatever has been made to me/us to induce me/us to sign this suretyship. I/We acknowledge that all blank spaces in this agreement were filled in prior to me/us signing this agreement.

Signature: Date:

Witness:
.....

Signature: Date:

Witness:
.....

Signature: Date:

Witness:

Thus signed and Dated at.....on this the.....day
of..... 20.....

AS WITNESS:

1

.....
Signature of responsible official who warrants his authority
to sign this contract on behalf of the Applicant and
acknowledges having read the above conditions.

2

Affix Company Stamp

Accepted by BIXPRESS at on this theday
of..... 20.....

AS WITNESSES:

1

Signature:
Name and Designation of BIXPRESS's Official

2

Addendum A

Insurance and liability

A) BI Xpress **does not arrange insurance** on behalf of its customers to cover the goods being moved.

BI Xpress, in its capacity as Bailee of the cargo has entered into a contract of insurance to cover itself against loss of or damage to cargo whilst under its control and custody. Please note that BI Xpress's liability insurance has been arranged through Eikos Risk Applications (Pty) Ltd, an authorised financial services provider (FSP 481). Unless otherwise advised, the insurance will be underwritten by Marine Underwriting Managers, underwriting managers for Guardrisk Insurance Company Limited.

Please indicate should you require BI Xpress to accept liability for loss and or damage to your cargo in the optional tick boxes below:

Option 1 (Full Value Liability)

YES: I require BI Xpress to accept full liability for my goods and I accept the risk surcharge fee that will be charged at a rate of **2.5%** (exclusive of VAT) on the full value of the goods subject to a minimum charge of R 100.00 per consignment.

Type of goods: _____

Packing: _____

Risk surcharge: _____

Option 2 (Own Insurance Arrangement in place and therefore Goods are to be carried at Owner's Risk)

NO: I will take responsibility for loss and or damage to my own cargo.

Above options are subject to the following conditions:

- 1) The following goods are **excluded** from the above arrangement: ***Tobacco Products of all descriptions, Alcohol products, money, bullion, credit cards, pre-paid cards, jewellery, watches, precious stones, furs, treasury notes, securities, stamps, patterns or manuscripts, plans, designs, explosives and all livestock, firearms and ammunition.***
- 2) Losses or damages to cargo must be notified to BI Xpress within 7 days of delivery or of the date on which delivery was due to have taken place.