



CO REG NUMBER: 1989/001182/23
V.A.T. NUMBER : 4360117727
MEMBERS: C SNYMAN Y SNYMAN CEO: JJP SNYMAN

Durban Head Office:
P O Box 1405
HILLCREST
Phone: 031 – 205 1705
Fax: 031 – 205 2098
Email: fbndbn@fbn-transport.co.za

Johannesburg Office
P.O. Box 14276
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Website: www.fbn-transport.co.za

APPLICATION FOR CREDIT FACILITIES

Requirements:

- 1. Signed and completed Credit Application**
- 2. Signed and Initialled Terms and Conditions**
- 3. Signed Conditions of Credit**
- 4. Signed Customers authorisation to release Trade Reference**
- 5. Signed Surety form**
- 6. Completed and signed Insurance Document**
- 7. Certified Copies of Directors Identity Documents**
- 8. Certified copy of company registration certificate**
- 9. Certified copy of VAT certificate**
- 10. Certified copy of BBEEE certificate**

PRIVATE & CONFIDENTIAL

NAME OF COMPANY

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CREDIT APPLICATION FORM

AFFILIATE COMPANIES

**KINDLY FORWARD A COPY OF
YOUR COMPANY AND VAT
REGISTRATION DOCUMENTS
AND IDENTITY DOCUMENTS
WITH YOUR CREDIT
APPLICATION**

F.B.N Transport cc
Reg. No. CK 89/01182/23
Vat Reg. No. 436011727



Durban (Head Office)

P O Box 1405
HILLCREST

Phone: 031 – 205 1705

Fax: 031 – 205 2098

Email: fbndbn@fbn-transport.co.za

CUSTOMER DETAILS

(TO BE COMPLETED IN BLOCK CAPITALS PLEASE)

- 1. FULL REGISTERED NAME: NUMBER.....
- 2. TRADING NAME(S) (If any):
- 3. POSTAL ADDRESS:
- 4. STREET ADDRESS:
- 5. TELEPHONE NO: CONTACT PERSON:
- FAX NO: AFTER HOURS NO:
- E-MAIL ADDRESS: CELL NO:
- 6. DATE ESTABLISHED:

7. OWNERSHIP: SOLE TRADER, PARTNERSHIP, COMPANY, CLOSE CORPORATION
(Delete those not applicable)

8. OWNERSHIP BY PARTNERSHIP OR SOLE OWNER :

NAMES AND ADDRESS/ES OF PARTNERS OR SOLE OWNER AND I.D. NUMBERS (**attach copy of I.D.**)

- (a)
- (b)
- (c)

9. OWNERSHIP BY COMPANY:

- (a) REGISTERED OFFICE:
- (b) NAMES AND RESIDENTIAL ADDRESS OF DIRECTORS AND I.D. NUMBER (**attach copy of I.D.**):
 - (i)
 - (ii)
 - (iii)

10. BANKER: BRANCH: ACCOUNT NO.:

11. CREDIT LIMIT REQUESTED: R

12. APPROXIMATE TOTAL TURNOVER PER MONTH: R

13. TRADE REFERENCES:

NAME	ADDRESS	TELEPHONE NO.	CREDIT LIMIT	PERIOD OF TRADING

14. IS THERE A GENERAL NOTARIAL BOND ON MOVABLE ASSETS:

15. HAS A CESSION OF BOOK DEBTS BEEN GIVEN TO ANY PARTY?

16. HAS SECURITY BEEN GIVEN FOR OVERDRAFT?

17. IF SO WHAT FORM OF SECURITY?

18. HAVE ANY OF THE OWNERS/PARTENRS/DIRECTORS EVER BEEN DECLARED INSOLVENT?

Standard Trading Conditions for the carriage of general goods by F.B.N.Transport CC which were adopted by a members resolution on 15 January 1989 and which will be implemented with effect from the 15 January 1989.

1. DEFINITIONS

For the purpose of these conditions and unless inconsistent with the context:

- 1.1 "Carrier" means F B N Transport.
- 1.2 "Consignor" means the party contracting with the carrier to render carriage services and includes, where the context so requires, the party requesting the carrier's services and/or the party in whom/which risk in the goods conveyed vests at all material times.
- 1.3 "Consignment" means the goods in bulk or contained in one parcel or package as the case may be or any number of separate parcels or packages sent at one time on one load by or for the consignor from one address to one other address.
- 1.4 "Dangerous Goods" means:
 - (i) All goods which are specified in the special classification of dangerous goods issued by the South African Transport Services and Harbours administration from time to time or which although not specified therein, are not acceptable to that administration for conveyance on the ground of their dangerous or hazardous nature: or
 - (ii) Goods which, although not included in (i) are of kindred nature in the carrier's opinion.

1.5 "The Contract" means the contract of carriage between the consignor and the carrier which can be in writing or verbal and to which these terms and conditions apply.

2. All and any business undertaken by the carrier is and shall be subject to the conditions hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the carrier and its consignor.

3. LIMITATION OF LIABILITY

- (i) The consignor has acknowledged the fact that the FULL RESPONSIBILITY OF INSURANCE of his and or his clients goods REST UPON HIMSELF OR HIS CLIENTS.
- (ii) However a maximum of R50.00 per parcel/consignment will be entertained by the carrier, as compensation for the loss or damage of these parcels/ consignment, while in the carriers possession, if gross negligence is proved, or unfortunate circumstance should arise, where-by the consignor suffers a loss as a result of carriers negligence.
- (iii) If it is desired that the liability of the carrier should not be governed by these limits, written notice thereof must be given to the carrier within a reasonable time before any goods or documents are entrusted to the carrier, together with a statement of the value of the goods. Upon receipt of such notice the carrier may agree to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it should be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed by so doing to have agreed and undertaken to pay the carrier the amount of the premium payable by the carrier for such insurance.
- (iv) The carrier shall not be liable in any circumstances for any direct or consequential damages or any special damages sustained by the consignor.
- (v) The carrier shall not be liable for any loss of or damage to the goods arising out of or associated with inadequate packing or protective material applied in respect of any consignment.
- (vi) The carrier shall not in any circumstances be liable for any loss of or damage to goods or for non-delivery, mis-delivery whether on ground of breach of contract or negligences, unless it is proved that the loss, damage non-delivery occurred whilst the goods were in the actual custody of the carrier and under its actual control.
- (vii) Subject to the above clause the carrier shall be under no liability whatsoever whether on ground of breach of contract or negligence, in respect of any type of loss or damage, however arising, and whether in respect of in connection with any goods or any instructions, business, advice, information or services or otherwise unless it proved that the loss or damage was caused by the gross negligence of the carrier.

(viii) Notwithstanding anything herein before contained the carrier shall not, in any circumstances, be liable for damage arising from loss of market, or attributable to delay in forwarding or in transit or failure to carry out the instructions given to it or any other consequential loss, however caused.

- (ix) Notwithstanding anything herein before contained the carrier shall be discharged from all liability:
 - (i) For loss or non-delivery of any separate package forming part of a consignment or for loss from a package or unpacked consignment or for the damage or mis-delivery, however caused, unless notice be received in writing within 5 (five) days after the end of the transit.
 - (ii) For loss or non-delivery of the whole of a consignment, however caused, unless notice be received in writing within 28 (twenty-eight) days of the date when the goods should have been delivered.

4. VARIATIONS

No variation of these conditions shall be binding on the carrier unless recorded in writing and signed by the carrier or its agent expressly authorized in writing to do so.

5. WARRANTY OF AUTHORITY

The representative who contracts on behalf of the consignor warrants that he is authorized to enter into the contract on behalf of the consignor.

6. CARRIERS STATUS

The carrier is not a public carrier and accepts the goods for carriage by road only on these conditions.

7. CARRIERS CHARGES

All payment to be made to the carrier shall be made without deduction or set off and no amount may be deferred or withheld by reason of any claim or counter claim.

8. PAYMENT

Unless otherwise specifically agreed by the carrier all sums shall be paid to the carrier 30 days after date of statement.

9. LIEN

- (i) The carrier shall be entitled to hold as pledge and the consignor hereby pledges the goods to the carrier as security for any monies which may be due and payable to it by the consignor from any cause whatever.
- (ii) The carrier shall have a lien over all the goods as security for all monies owing for the carriage and storage or the goods.
- (iii) If any monies owing are not paid with in 7 (seven) days after they become due, the carrier shall be entitled without further notice to the consignor :
 - (a) To open and examine any part of the consignment.
 - (b) To sell the whole or any part of the consignment in such manner and on such terms and conditions as it deems fit: and
 - (c) To apply the proceeds of any sale after deducting all expenses thereof, in payment or reduction of any amount due by the consignor to the carrier provided that any surplus shall be paid over to the consignee without interest immediately after the sale.
 - (d) Upon payment or tender of the proceeds of any such sale the carrier shall be released from all liability to the consignor in respect of the goods.
 - (e) The carrier rights under clause 9 ... are not exhaustive and are in addition to any other rights, which the carrier may have against the consignor.

10. GENERAL IDEMNITY

The consignor indemnifies and holds harmless the carrier against all claims and demands made by any third party against the carrier and against all liability incurred by the carrier to any third party in respect of any loss or damage to any other goods from any cause whatever. The consignor furthermore indemnifies and holds harmless the carrier against any claim which the consignor may otherwise have acquired against the carrier for failure, for whatever reason, on the part of the carrier to lodge timeous or proper claims against the insurance company/ies contemplated in these terms and conditions.

11. SUB-CONTRACTORS

The carrier may employ the services of any other carriers on such terms and conditions as the carrier deems fit for the purposes of fulfilling the whole or any part of the contract and any such other carrier shall have the same rights and protection, mutatis mutandis, as are contained herein.

12. ONUS

The onus of proving the conditions of any goods in the consignment at time the consignment is delivered to the carrier shall at all times rest with the consignor. No document acknowledging the receipt of any consignment given by the carrier to the consignor shall be evidence of the condition or of the correctness of the declared nature of the consignment at the time it is received by the carrier.

13. The carrier shall not be liable under any circumstances for any loss, damage or expenses arising from or in any way connected with marks, weights, measurements, numbers, brands, contents, quality of description of any goods.

14. DANGEROUS GOODS

- (a) Unless otherwise agreed in writing, the consignor warrants that the goods are fit to be carried in the ordinary way and not dangerous.
- (b) Should the carrier agree to accept any dangerous goods for carriage then:
 - (i) The consignor shall furnish with the goods a written declaration of their nature and contents.
 - (ii) The goods shall be properly and safely packed by the consignor, ready for consignment and in accordance with any applicable laws for the time being in force.
 - (iii) The consignor hereby indemnifies and holds harmless the carrier against all loss, damage and injury, however caused, arising out of the carriage of any dangerous goods whether declared as such or not.

15. JURISDICTION

The carrier and the consignor hereby consent in terms of section 45 of the magistrates court Act No.32 of 1944 as amended to the jurisdiction of any magistrates court having jurisdiction in respect of their persons notwithstanding the fact that the subject matter in dispute or quantum of any claim is otherwise beyond such jurisdiction provided that the carrier shall be entitled to institute any proceedings against the consignor in any competent division of the Supreme Court of South Africa.

16. WAIVER

No act, omission, course of dealing, forbearance, delay or indulgence by the carrier in enforcing any of these condition or any of its rights in terms thereof or any granting of time by the carrier shall prejudice or effect the rights and remedies of the carrier under these conditions and no such matter shall be treated as any evidence of waiver of the carriers rights the reunder nor shall any waiver of a breach by a consignor of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The carrier shall at all time and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its consignors, clients and customers.

17. LEGAL COSTS

In the event of the carrier being obliged or electing in institute legal proceedings against the consignor for recovery of any amount due an payable in terms of the contract, the carrier will be entitled to recover from the consignor all costs incurred pursuant to such proceeding including collection commission and interest at the maximum rate allowed by law, on the scale as between attorney and client.

18. HEADINGS

The heading to these clauses are for convenience only and are not to be taken into account for the purpose of interpreting the contract.

The carrier confirms that he has read each and every term of the above trading conditions, that he understands the contents thereof and has accepted it to be binding on him and or his firm/company, whereafter he has placed his signature thereto.

Date: _____

Company Stamp: _____

Witness: _____

Authorized Signature: _____

Witness: _____

Printed Name: _____

Capacity: _____

CUSTOMER'S AUTHORIZATION TO RELEASE BANK AND TRADE INFORMATION

I/We hereby authorize you FBN Transport cc to whom this application is made to investigate my/our credit worthiness. Attention Bank and Trade References: Please provide information on all accounts listed as well as any loan information. You will be serving our interest best if you provide the information over the phone.

CUSTOMER'S AUTHORIZATION TO PERFORM A CREDIT CHECK

The Credit Grantor may:

Perform a credit search on the applicant's credit profile with one or more of the registered Credit Bureaus when assessing the Applicant's application for credit. Monitor the credit applicant's payment behaviour by researching their profile at one or more of the Credit Bureaus. Use new information and data obtained from Credit Bureau in respect of the applicant's future credit applications. Record the existence of the applicants account with the Credit Bureau. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting their obligations on the account.

FULL NAME I.D. NUMBER

SIGNATURE DATE

SURETYSHIP

TERMS OF THE SURETYSHIP

I/We the undersigned, hereby bind myself/ourselves as surety/ies and co-principal debtor/s in solidum for all or any amounts which are now or might in the future become due owing and payable by the APPLICANT to FBN TRANSPORT cc (it's cessionary/ies or assigns) for any reason whatsoever I/We renounce the benefits of excussion and division, the nature and extent of which I/We acknowledge myself/ourselves to be aware. No extension of time or indulgence that may be granted to the APPLICANT at any time, nor any other security or surety ship shall in any way affect or vitiate my/our liability hereunder. I/We consent to the jurisdiction of Magistrate's Court provided that FBN TRANSPORT cc shall be entitled to institute action in any Court I/We agree to make payment of legal costs that may be awarded against me/us on an attorney and client scale. I/We as my/our domicilium citandi et executandi for all purposes arising out of this surety ship, the address set out in the surety ship section below.

FULL NAME I.D. NUMBER.....

OF (FULL STREET ADDRESS)

SIGNATURE DATE

WITNESS

FULL NAME I.D. NUMBER.....

OF (FULL STREET ADDRESS)

SIGNATURE DATE

CONDITIONS OF CARRIAGE FOR INSURANCE OF GOODS IN TRANSIT AND HIJACKING

We confirm that we have read FBN TRANSPORT CC CONDITIONS OF CARRIAGE, which does not provide FIRE, COLLISION, OVERTURNING AND HIGHJACKING, GOODS IN TRANSIT INSURANCE COVER or 'ALL RISK INSURANCE' (theft and damage). In the event that GOODS IN TRANSIT insurance cover has been negotiated and reduced to writing the cover will be included in your rate structure and the following conditions will apply.

1. **INVOICE:** for the transport of the consignment claimed for, must be settled by your company before any claim will be entertained.
2. **MAXIMUM LIABILITY:** of R 800,000.00 PER CONVEYANCING VEHICLE (not per shipment or consignment but for the total load carried on the conveyancing vehicle).
3. **INSURANCE COVER:** For consignments less than full loads, maximum cover of R25 000 per ton **declared** per consignment or part thereof (average to apply if less than 1 ton or 1 000 kg) applies.
4. **EXCESS:** All claims are subject to an Insurance Excess payable : Due by you / for your account
5. **G.I.T. EXCESS:** 10% of claim **MINIMUM R15500** average to apply.
6. **HIJACK EXCESS:** 25% of claim on hijacking claims will apply. **MINIMUM R35000.00** average to apply.
7. **HIJACK EXCESS:** For Copper, Tyres, Alcoholic beverages, Electrical and Electronic goods an excess 35% of claim **MINIMUM R40000.00**
8. **We agree that, should we decline the above cover, FBN TRANSPORT cc's maximum liability under STANDARD TRADING CONDITIONS will be R 50.00 per waybill.**

KINDLY COMPLETE THE FOLLOWING IN ACCORDANCE WITH THE RATE ACCEPTED

WE REQUIRE FBN TRANSPORT CC TO ARRANGE THE FOLLOWING:

(Please indicate your choice in the spaces provided)

- A. Freight is insured for **GIT, (Fire, Collision, Overturning and Hijacking) ONLY**, subject to: Maximum payment cover of **R800 000.00** per conveyancing vehicle not per shipment or consignment but for the total load carried on the conveyancing vehicle).
- B. **G.I.T. INSURANCE COVER:** For consignments less than full loads, maximum cover of **R25 000** per ton declared per consignment or part thereof (average to apply if less than 1 ton or 1 000 kg) applies.
- C. **G.I.T. Excess:** 10% of claim **Minimum R15500.00** average to apply.
- D. **HIJACKING-Excess:** 25% of value of load or part thereof **Minimum R35 000.00** will apply.
- E. **HIJACKING EXCESS:** For Copper, Tyres, Alcoholic beverages, Electrical and Electronic goods: An excess of **35% - Minimum R40 000.00** of claim will apply.

GOODS IN TRANSIT (FIRE, COLLISION, OVERTURNING AND HIJACKING) ONLY			
YES (indicate) by marking (with X)		NO (Indicate) by marking (with X)	
	SIGNATURE & CO STAMP		SIGNATURE & CO STAMP
RATES INCLUDING INSURANCE		RATES EXCLUDING INSURANCE	

Should you wish to insure your freight in excess of **R25 000, 00** per 1 000 kg or part thereof, arrangements must be made with: **FBN TRANSPORT CC in writing prior to us receiving your cargo.**
(Declared value to be inserted on each DI (Delivery Instruction).

All claims must be made in writing within 7(seven) days of the Date of waybill, failing which, the cover falls away.
 See **Annexure: Insurance claims** for procedure to follow should a claim be made

- F. **All Risk Insurance** cover (THEFT AND DAMAGE) (not included in G.I.T. (goods in-transit Insurance) **is not offered by FBN TRANSPORT CC.** In the event that your company requires such insurance cover, the terms and conditions of insurance are to be discussed and reduced to writing 24 hours before the cargo is accepted and transported by FBN TRANSPORT CC. In the event that such negotiations have taken place and reduced to writing, and in addition to this, the proviso being that the waybill must be endorsed with the declared value of the freight to be insured and full details of the consignment must be completed on the Delivery Instruction.
 Such values to include the following:

1. Freight charges and VAT,
2. Minimum charge of R5.00 per waybill will apply.
3. All risk insurance cover excess will apply.

Special conditions apply to all risk cover and prior arrangements must be made for such cover.

- G. **WE HAVE UNDERTAKEN TO ARRANGE OUR OWN INSURANCE COVER IN PREFERENCE TO INSURING THROUGH FBN TRANSPORT CC, WHICH IS HEREBY CONFIRMED.**

OWN INSURANCE COVER	YES (indicate by) marking with X	
		AUTHORISED SIGNATURE & COMPANY STAMP