

APPLICATION FOR CREDIT

(INCLUDING THE COMPANY'S TERMS AND CONDITIONS)

HEAD OFFICE JOHANNESBURG

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BLOEMFONTEIN

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DURBAN

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Unit 3, Hillmax 31 Hillclimb Road
Westmead 3610

COMPANY REGISTRATION NO. 2005/019759/07 VAT No: 4790223137 EXPORT CODE: 20535466

www.ehd.co.za

FULL LEGAL NAME OF COMPANY OR OWNER'S FULL NAMES): _____ WOULD YOU LIKE TO RECEIVE MARKETING MATERIAL?: YES NO

TICK APPROPRIATE BLOCK

Sole Proprietorship Partnership Government Public Company Private Company Close Corporation

TRADING AS _____ COMPANY / CLOSE CORPORATION REGISTRATION NO.: _____

NATURE OF BUSINESS _____

PHYSICAL ADDRESS _____

AND DOMICILIUM IN TERMS OF CLAUSE 9 (5) _____ POSTAL CODE _____

POST BOX NO. _____ TOWN _____ POSTAL CODE _____ TELEPHONE NO. _____

E - MAIL _____ CELL NUMBER _____ TELEFAX NO. _____

DATE BUSINESS ESTABLISHED _____ NAME AND ADDRESS OF LANDLORD (IF PREMISES RENTED) _____

VAT REGISTRATION NUMBER _____ FREIGHT / RAIL / ROAD ACCOUNT NAME AND NUMBER _____

BANKERS _____ ACCOUNT NO. _____ BRANCH _____ BRANCH CODE _____

ACCOUNT NAME _____

OVERDRAFT FACILITY _____ AVERAGE OVERDRAFT AMOUNT IN USE _____

Has Applicant at any time furnished any Creditor or Banker with Security?

If Yes please state : (a) Name of Creditor and /or Banker Concerned: _____

(b) Type of Security Supplied _____

AUDITORS/ACCOUNTING OFFICER'S NAME: _____

ADDRESS: _____ TEL: _____

* Note 1 Marital Status - Specify : A) Accrual System / B) Out of Community of Property / C) In Community of Property after 1.11.84 / D) In Community of Property before 1.11.84

SHAREHOLDERS / OWNERS NAME _____

RESIDENTIAL ADDRESS _____

TEL. (H) _____ (W) _____

MARITAL STATUS : * NOTE 1 _____

IDENTITY NUMBER _____

NATIONALITY _____ % SHAREHOLDING _____

SHAREHOLDERS / OWNERS NAME _____

RESIDENTIAL ADDRESS _____

TEL. (H) _____ (W) _____

MARITAL STATUS : * NOTE 1 _____

IDENTITY NUMBER _____

NATIONALITY _____ % SHAREHOLDING _____

SHAREHOLDERS / OWNERS NAME _____

RESIDENTIAL ADDRESS _____

TEL. (H) _____ (W) _____

MARITAL STATUS : * NOTE 1 _____

IDENTITY NUMBER _____

NATIONALITY _____ % SHAREHOLDING _____

SHAREHOLDERS / OWNERS NAME _____

RESIDENTIAL ADDRESS _____

TEL. (H) _____ (W) _____

MARITAL STATUS : * NOTE 1 _____

IDENTITY NUMBER _____

NATIONALITY _____ % SHAREHOLDING _____

TRADE REFERENCES (NO LEASE AGREEMENTS)

COMPANY NAME	CONTACT PERSON	ACC. NO.	TEL.

MAXIMUM CREDIT REQUIRED _____

VALUE OF INITIAL ORDER _____

1. UNDERTAKINGS, WARRANTIES AND CONSENTS BY APPLICANT

- 1.1. I hereby warrant and agree that I am authorised to bind the Applicant to the Company's Standard Trading Terms and Conditions by my signature hereto.
- 1.2. I am duly authorised to seek credit facilities on behalf of the Applicant and to pledge the Applicant's credit.
- 1.3. I certify that all of the information supplied in terms of this credit application is true and correct.
- 1.4. By my signature hereto I consent and authorise the Company to –
 - make inquiries to confirm any information provided by the Applicant and to verify the information and obtain additional information from any registered credit bureau, when assessing the information provided by the Applicant in terms hereof;
 - obtain a credit report on the Applicant, and I warrant that all the directors and/or members of the Applicant have consented in writing to the Company instructing a registered credit bureau to conduct the credit enquiry on the Applicant and that each director and/or member acknowledged that the enquiry will include an enquiry into the director and/or member's credit profile;
 - do an account verification check or instruct a registered credit bureau to verify that banking details provided in terms hereof are correct or to enquire with the Applicant's banker/s to obtain an opinion with regard to amounts advanced to the Applicant and lending terms applicable to the Applicant and to retrieve bank reports;
 - obtain trade references;
 - submit the Applicant's information, including payment profile and default information and any other relevant information, to a registered credit bureau and to allow such registered credit bureau to release the information for lawful purposes to third parties, as part of the Company's assessment of the Applicant in granting credit.

2. DISCLOSURE OF PERSONAL INFORMATION

2.1. For the purposes of this credit application, the following words shall have the following meanings –

2.1.1. "applicable laws" –

- 2.1.1.1. all and any statutes, subordinate legislation and common law;
- 2.1.1.2. regulations;
- 2.1.1.3. ordinances and bylaws; and
- 2.1.1.4. directives, standards, guidelines, codes of good practice, circulars, guidance notices, judgments, and decisions of any competent authority, and any governmental body, agency, department and regulatory, self-regulatory and other authority or organization, from time to time, compliance with which is mandatory by any party;

2.1.2. "personal information" – any information provided to the responsible party by the Applicant which is of a personal nature and includes, but is not limited to, the Applicant's identity/registration number, gender, marital status, education, financial and/or employment history, email addresses, physical addresses, location, data, billing information and/or personal information as defined in any applicable data protection legislation including the Protection of Personal Information Act 4 of 2013, as amended from time to time (hereinafter referred to as "POPI") but specifically excluding information which is (i) in the public domain; and (ii) required to be disclosed by any applicable law;

2.1.3. "processing" – any operation or activity, whether or not performed by automatic means, concerning personal information, including, but not limited to, the distribution, collection, use, alteration, storage and/or destruction of the personal information; and

2.1.4. "responsible party" – the Company and its directors, officers, agents and/or employees.

2.2. The Applicant acknowledges and agrees that the personal information of the Applicant set out in this credit application is to be used by the Company for the purpose of assessing the Applicant's creditworthiness and for purposes of entering into any other commercial agreement with the Applicant generally. The Applicant hereby confirms that the information as aforesaid is accurate and complete and undertakes to update such information whenever necessary to ensure the accuracy thereof. The Company shall not be liable for any inaccuracies relating to the personal information of the Applicant arising from the Applicant's deliberate or negligent omission to provide correct information or to update such information as aforesaid.

2.3. The Applicant hereby consents to the responsible party –

- 2.3.1. processing the personal information;
- 2.3.2. sharing such personal information with its affiliates and subsidiaries that help it to provide its services and products to the Applicant and which have agreed to keep the personal information secure, confidential and to only use it for the authorised purpose of enabling the efficient delivery of goods and services by the Company to the Applicant;
- 2.3.3. altering or deleting the personal information to the extent so required by the Applicant.

2.4. The Company is entitled to process and/or disclose the personal information if such processing and/or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on the Company, or to protect and defend its rights or property.

2.5. The Applicant warrants to the responsible party that the Applicant –

- 2.5.1. is the sole beneficial owner of the personal information; and
- 2.5.2. has obtained, to the extent necessary, the required consent in order to furnish the responsible party with any personal information of which the Applicant is not the sole beneficial owner.

SIGNATURE FOR AND ON BEHALF OF THE APPLICANT

.....
AUTHORISED SIGNATORY

..... DATE

.....
SIGNATORY NAME IN BLOCK LETTERS

..... CAPACITY OF

STANDARD TRADING TERMS AND CONDITIONS OF THE COMPANY (INCLUDING DEED OF SURETYSHIP)

In these conditions "the goods" means the goods indicated on any company forms, price lists, quotations, orders or invoices and further identified by way of model number, serial number and the like and " the Act " means the CONSUMER PROTECTION ACT 68 OF 2008;

1. PRICE

- 1.1 The price of the goods shall be the price stated on the Company Order Form and or any other Company Forms, Invoices, Price lists or stationery.
- 1.2 Prices are subject to change without prior notification and prices ruling at the time of despatch shall apply.

2. PAYMENT

- 2.1 Payment is to be made within 30 (thirty) days from date of statement, notwithstanding the acceptance of Delivered Goods or not ("due date")
- 2.2 The Customer shall not claim the right to any rebates and/or discounts on any basis of whatsoever nature.
- 2.3 In all cases where the Customer uses a postal service to effect payment, to deliver or return goods, such postal services shall be deemed to be the agent of the Customer.
- 2.4 Should any amount not be paid by the Customer on due date then the whole amount in respect of all purchases by the Customer shall become due, owing and payable irrespective of the dates when the goods were purchased and the Customer shall be liable to pay interest in respect of amounts unpaid or overdue as from the due date at a compounded rate of 2% per month, until the outstanding account has been settled in full;
- 2.5 The Customer shall not be entitled to claim any set -off or deduction in respect of any payment/s due by the Customer to the Company;
- 2.6 The Company may appropriate all payments made by the Customer to such accounts, as it will in its sole and absolute discretion decide.

3. WITHDRAWAL OF CREDIT FACILITIES

- 3.1 The Company reserves the right to withdraw any credit facilities granted by the Company to the Customer, at any time without prior notice;
- 3.2 The nature and extent of such facilities shall at all times be in the Company's sole discretion.

4. ORDERS

- 4.1 All orders, including oral orders, shall be deemed to be offers to purchase, and the Customer shall provide the Company with an order number when placing any such order with the Company.
- 4.2 Orders shall be subject to confirmation and acceptance by the Company and such acceptance shall be confirmed by the despatch of goods or confirmation in writing by the Company.
- 4.3 Orders accepted by the Company are irrevocable and shall not be varied or cancelled by the Customer, except with the written consent of the Company.

5. DELIVERY

- 5.1 The Company shall have the right to suspend deliveries and to exercise its rights in terms of paragraph 8.1 if any amount is due by the Customer to the company.
- 5.2 Whilst every effort will be made to despatch goods as advised, the Company does not guarantee despatch on any specific date and shall not be liable for any damages for failure to effect delivery / despatch timeously for any reason beyond the Company's control including, but not limited to, inability to secure labour, power, materials, equipment or supplies or by reason of an act of God, war, civil disturbance, riot, state emergency, strike, lockout or other labour disputes, fire, flood, drought or legislation. The Customer shall not be entitled to cancel any order by reason of such delay and time of delivery shall not be a material term of this agreement.
- 5.3 Proper delivery of goods invoiced shall be deemed to have taken place when the Company delivers the goods to the Customer's premises and any employee of the Customer signs the delivery note or invoice.
- 5.4 A carrier engaged by the Customer, or on behalf of the Customer, shall be deemed to be the agent of the Customer and the risk of the goods shall pass to the Customer upon delivery to such carrier. The signature of any employee of the carrier on the Company's invoice or delivery note, shall be deemed to be proof of delivery.
- 5.5 Should the Company, at the Customer's request and on the Customer's behalf, agree to engage a carrier to transport goods to the Customer, the Company shall engage the carrier on such terms and conditions as it deems fit and the Customer indemnifies the Company against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur to the carrier arising out of the transportation of the goods.

5.6 Where the Customer required any goods to be insured by the Company on its behalf, such request shall be directed to the Company in writing and the cost of insurance shall be for the Customer's account. The Company does not warrant such insurance and shall not be held liable by the Customer for any loss of the goods where it has failed and/or neglected to insure the goods.

5.7 Where the Company agrees to consign on a cost insurance and freight (CIF) or a cost and freight (C&F) basis, the Company or its insurers shall under no circumstances be responsible for losses incurred in transit.

5.8 Where the Company is requested by the Customer to withhold or postpone delivery, in the event that the Company agrees to do so, the Customer shall pay for the costs of storage, demurrage, interest, insurance, or any other charges occasioned by the postponement of delivery.

5.9 In the event, that the Company makes delivery to the customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract and the terms and conditions of this agreement shall be the terms and conditions of each such separate contract.

6. SET OFF

6.1 If a holding Company, subsidiary Company or division of the Company becomes indebted to the Customer, the Company may set off such indebtedness against any monies, which may be or become owing by the Customer to the Company.

7. NEGOTIABLE INSTRUMENTS

- 7.1 Acceptance of a negotiable instrument by the Customer shall not be deemed to be a waiver of the Company's rights under this agreement.
- 7.2 Acceptance by the Company of payments by way of cheque shall not be deemed to be a waiver of the Company's rights under this agree
- 7.3 Any account, paid by way of cheque, shall only be regarded as having been settled once such payment has been honoured by the Banker of the Company, which in all instances shall not be less than 10 (Ten) Business days after such cheque has been duly banked;

8. OWNERSHIP & RISK

- 8.1 Notwithstanding that all risk in and to all goods sold by the Company to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid.
- 8.2 In the event of a breach of this or any secondary agreement by the Customer, or if the Customer is sequestrated or placed under judicial management / Company rescue proceedings or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days from the date of judgement or changes the structure of its ownership/ shareholding , the Company shall be entitled to take possession of any unpaid goods and the customer hereby unconditionally consents to such repossession and/or any judicial steps to procure an Order of Court enabling such repossession, same being without prejudice to any further rights vested in the Company;
- 8.3 The Customer shall fully insure the goods purchased from the Company against loss or damage, until the full purchase price has been paid by the Customer for such goods. Pending payment to the Company for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are ceded to the Company.

9. LEGAL PROCEEDINGS

- 9.1 This agreement, and all modifications and amendments and related documentation hereto, shall be governed by and interpreted in accordance with the laws of the Republic of South Africa;
- 9.2 The Company shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrates Court, be entitled to institute action out of such court.
- 9.3 In the event of the Customer breaching any of its obligations and/or failing to timeously make payment of any amount to the Company, the Customer agrees to pay, and shall be liable to pay, all legal costs incurred by the Company on the attorney/own client scale including collection charges and tracing agent's fees.
- 9.4 A certificate under the hand of any director or manager of the Company, (whose authority need not be proved), in respect of any indebtedness of the Customer to the Company or in respect of any other fact including, but without limiting the generality of the foregoing, the fact that such goods were sold and delivered shall be prima facie evidence of such other fact and prima facie evidence of the delivery for the goods.

9.5 The Customer's address referred to on the front page of this document shall be recognised as the Customer's domicilium citandi et executandi (domicilium) for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.

10. ARBITRATION

10.1 The Company has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both Company and Customer.

10.2 The arbitrator must be a person agreed upon by the parties or failing agreement, an arbitrator must be appointed by the Arbitration Foundation of South Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of S.A

10.3 The arbitration must be held at the place and in accordance with whatever procedures the arbitrator considers appropriate.

11. RETURNED GOODS

11.1 The Company shall take all reasonable steps to ensure that all the goods purchased by the Customer, comply to the Customers request and Purchase Order and further warrant that the goods comply with the requirements and standards contemplated in section 55 of the Act, except to the extent that those goods have been altered in any way, by the Customer or third party, contrary to instructions and after leaving the control of the Company;

11.2 Return of Goods within 6 (six) months after the delivery of the goods to a Customer applies only if the goods fail to satisfy the requirements and standards contemplated in section 55 of the Act, in which case the Customer must elect to either:

- (a) Repair or replace the failed, unsafe or defective goods; or
- (b) Accept a refund in respect of the price paid for such goods;

11.3 Should the Customer elect to have the goods repaired any particular goods or any component of any such goods fail and/or is found to be defective or unsafe and as such it is found by a repair expert that such feature has not been remedied, or a further failure, defect or unsafe feature is discovered, within three months after such repair, the Customer may elect to:

- (a) Replace the goods; or
- (b) Accept a refund of the price paid for the goods;

11.4 In respect of any other returns not governed by the above, the Company is under no obligation to accept such returns however the Customer may apply to the Company for permission to return such goods, and if written permission is given by the Company's Sales Department, the following will at all times apply:-

- (a) Goods returned for credit will only be accepted from the original Customer of the goods and only if all the goods returned are infused, clean, saveable, undamaged and in their original packaging;
- (b) The value of credit for goods returned will be calculated at the value on the invoices , less a 15% handling and administrative charge;
- (c) The Company must be notified of relevant invoice, packaging slip and batch numbers before any claim will be considered;
- (d) All returns are only to be effected at the Company's branch from which the good where originally purchased;
- (e) Electrical goods are not returnable.

12. CESSION

12.1 The Customer shall not be entitled to cede and/or in any way transfer its rights or assign its obligations in terms of this agreement;

12.2 The Company shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities including all terms and conditions to any third party without prior notice to the Customer.

13. WARRANTIES & INDEMNITY

13.1 The Company disclaims all liability to the Customer in connection with the Company's performance or the Customer's use of the products supplied and in no event will the Company be liable to the Customer for special, indirect or consequential damages including but not limited to loss of profits.

13.2 Any liability of the Company for breach of contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer, the total price or due to be paid by the Customer for the services rendered or goods supplied.

13.3 The Customer shall have no claim for any injury, loss or damage of any kind, suffered by the customer and/or any other person by reason of the Company failing to carry out its obligation in terms of this agreement and/or by reason of any defect in goods supplied by the Company to the Customer.

13.4 The Customer indemnifies and holds the Company (including its employees, subcontractors, or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against the Company or its employees by any third party arising from or in connection with any defect in any goods supplied by the Company.

13.5 Insofar as any of the Company's obligations under the contract are carried out by any of its employees, sub-contractors or subsidiaries the provisions contained in paragraph 12.2 are stipulated for their benefit as well as for the Company and each of them shall be exempted accordingly.

14. GENERAL

14.1 This contract represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer and shall also be applicable to all debts which the Customer may owe to the Company prior to the Customer's signature hereto.

14.2 No amendment or alteration to these terms and conditions shall be of any force and effect unless reduced to writing and signed by such duly authorised representatives of the Company and the Customer;

14.3 No agreement, whether consensual or unilateral or bilateral, purporting to obligate the Company to sign a written agreement to amend, alter vary, delete, and or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by such duly authorised representatives of the Company and the Customer;

14.4 No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of any contract.

14.5 No warranties, representations or guarantees have been made by the Company or on its behalf, which may have induced the Customer to sign this document.

14.6 Any written notice to the Company shall be addressed to EHD House, cnr Hubert & Marshall streets, Marshalltown, Johannesburg, 2001;

14.7 The parties undertake, by way of notification to the other party within a period of (7) seven days, to advise of any change of their respective address or any material change to the information contained in this agreement;

14.8 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.

14.9 Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.

15. DISCLOSURE OF PERSONAL INFORMATION

15.1 The Customer understands that the personal information given in this Application Form is only to be used by the Company for the purposes of assessing this application;

15.2 The Customer confirms that the information given by him/her in terms of this application is accurate, true, correct and complete;

15.3 The customer further agrees to update the information contained herein as and when an update is necessary, in order to at all times ensure the accuracy of the supplied information and failing which the Company will not be liable for any actions taken and or notices not received as a result of such inaccuracies;

15.4 The Customer hereby gives consent for the Company to contact and request any information from any person/ organisation, Credit Bureau or business, including those mentioned in this application, in order to obtain any such information which may be relevant to the Customer's Financial Assessment including but not limited to, information regarding the amounts purchased from other suppliers per month, length of time the Customer has dealt with such a supplier, type of goods or services purchased and manner /frequency of payment thereof;

I/We the undersigned do hereby warrant that all the information recorded in this Application is both true and correct and I/We agree that all transactions concluded with the Company shall be subject to the terms and conditions specified therein and further record our personal liability, as co-principle debtors with the Customer, to be bound by all such terms and conditions.

Signed at _____ on this the _____ day of _____ 20__

For and on behalf of the Customer (duly authorised hereto)

Name: _____ Designation: _____

Witness for and on behalf of the Customer

Name: _____ Tel: _____

UNLIMITED COVERING SURETYSHIP

I/We by my/our signature hereto below do hereby bind myself/ourselves in my / our personal capacity as surety and co-principal debtor with the Customer for and in favour of the Company for any and all liability and performance of the Customer towards the Company.

AND

I/We acknowledge and understand that as surety and co-principle debtor, I/We hereby waive and renounce the benefits to which I/We may be entitled to arising from the legal exceptions including, but not limited to:-

- a) Excussion - the right to require the Company to proceed first against the Customer for payment of any debt owing to the Company before proceeding against the surety; and
- b) Cession of action – the right to require the Company to proceed first against the Customer for payment of any debt owing to the Company before proceeding against the surety;and
- c) The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his pro rata share of the principal debt; and
- d) The right to an accounting from the Company

AND

Further I / We acknowledge and understand that this Suretyship is given as an unlimited covering Suretyship for the present and future obligation of the Customer to the Company;

AND

This suretyship shall remain in force and effect notwithstanding any interim or final settlement of accounts and the subsequent incurring of any new obligation by the Customer and notwithstanding the death or other legal disability of the Surety;

AND

That the address referred to on the front page of this document shall be recognised as the surety's domicilium citandi et executandi for all purposes in terms of this agreement.

Signed at _____ on this the _____ day of _____ 20_____.

Surety One:

Name: _____ Designation: _____ Signature: _____

Signed at _____ on this the _____ day of _____ 20_____.

Surety Two:

Name: _____ Designation: _____ Signature: _____

Witness for and on behalf of surety Name Tel

FOR ACCOUNTS USE ONLY

	AMOUNT	COMMENT
1. PREVIOUS ACCOUNT BALANCE	<input type="text"/>	<input type="text"/>

	AMOUNT	COMMENT
2. BANK REFERENCE	<input type="text"/>	<input type="text"/>

3. TRADE REFERENCE CHECK	NAME	REMARKS
COMPANY	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

4. CREDIT BUREAU CHECK	CHECKED BY	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>

5. IF PERSONAL GUARANTEE / INSURANCE IS NECESSARY, HAS THIS BEEN OBTAINED?
 YES/ NO AMOUNT

6. COMMENTS

7. APPROVED CREDIT LIMIT	TERMS	ACCOUNT NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

FINANCIAL MANAGER SIGNATURE DIRECTOR- SIGNATURE

CREDIT CONTROL FORMULA

TOTAL CREDIT ALLOWED	<input type="text"/>
MONTHS OF CREDIT	<input type="text"/>
MONTHLY PURCHASE	<input type="text"/>

SIGNATURE CREDIT CONTROLLER (DATE)