



Application for Credit Facility

MOD-63

27/03/2018

V04

CUSTOMER DETAILS

A copy of the VAT/IVA Certificate and Company Registration/Certidao form must be lodged with the credit application

Registered Name of Business:
Trading Name:
Company Registration Number:
Type of Business:
Date Established:
Telephone Number:
Fax Number:
Email Address:
Business Address:

Goods (T&Cs Apply) General Cargo Bulk Fuel OOG

DETAILS OF DIRECTORS/MEMBERS/PARTNERS AND/OR PROPRIETORS

Please fill in the information below of Directors/Members/Partners/Proprietors and/or attach a schedule if extensive

Table with columns: Name, Title, Email

LIST OF SUBSIDIARIES

Please provide a list of subsidiaries to which this Credit shall apply and attached a schedule if extensive:

- 1.
2.

CREDIT

Anticipated monthly total of credit required USD\$
Value of initial order USD\$
Administration/reminder fee USD\$
Interest rate may be charged at % per annum (compounded monthly) for all overdue amounts
No credit for tax, VAT, duties, customs, fines/outlays, demurrage, detention, pass-through charges etc will be granted

TRADE REFERENCES

- 1.
2.

PAYMENT

Payment is to be made within 30 days from date of invoice to:

Specialized Transport Lda
Brazuca Bar No 34, Directa
Estrado do Aeroporto
NUIT: 4000224145
Email: accounts@specialized-transport.com
Tel: +258-23303464



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Standard Bank (MZN) Bank

Beneficiary: Specialized Transport Lda
Account No: 2013124141003
Swift: SBICMZNX
NIB: 000302010312414100313

Standard Bank (USD) Bank

Beneficiary: Specialized Transport Lda
Account No: 2013124141011
Swift: SBICZMX
NIB: 000302010312414101186

CUSTOMER'S ACCOUNTS DETAILS

Accounts Manager Name: Telephone Number:
Email address to which statement should be sent:

DECLARATION

I/We the undersigned in my/our capacity as director/member/an authorized representative of ("the Customer") hereby apply for credit facilities from ("the Company"). This information is submitted as a basis for the Company's consideration of this application.

- 1. I/We hereby certify that the foregoing details are true and correct in each and every respect and undertake to notify the Company in writing of any change of details contained herein including change of ownership, name and address, failing which the Company shall not be held liable for any inaccuracies.
2. I/We warrant that the Directors/Members/Partners/Proprietors of the Customer have never been insolvent or associated with any business failure. I/we warrant further that the undersigned is duly authorized to complete this form on behalf of the Customer and have the necessary rights and capacity to enter into this agreement.
3. I/We acknowledge that should credit facilities be granted to the Customer by the Company, on the basis of this application, the Company reserves the right to suspend the credit facility at any time that the Customer is in default with the payment terms incorporated herein. I/We further acknowledge that the Company may close the credit facility by giving written notice to the Customer ten business days before the credit facility will be closed.
4. I/we hereby accept the annexed terms and conditions of this credit agreement as set out by the Company.
5. I/we acknowledge having read and understood, and agree that such terms and conditions will be applicable to all contracts concluded between the Customer and the Company for the transportation of goods/cargo.
6. I/we hereby agree to any dispute under this agreement being decided under the laws of and that the Magistrate's court of will have jurisdiction to adjudicate any dispute between parties.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

Signature: Date:
Capacity: ID/PassportNo:
Full Name:
Witness 1: Full Name:
Witness 2: Full Name:

COMPANY STAMP:

Table with 2 columns and 4 rows: OFFICE USE, Approved/Rejected, Credit Limit, Terms, Date, Credit Approved by



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DEED OF SURETYSHIP

I/We, the undersigned, _____ (Name)

, (Identity Number: _____)

AND

_____ (Name),

(Identity Number: _____)

("the surety")

do hereby bind myself/ourselves to _____ ("the Customer") and its successors-in-title and assign as surety for and co-principal debtor in solidum the Customer set out in the application to which this Suretyship is annexed, for the due and punctual payment of all amounts and for the due performance of all other obligations by the Customer to and in favor of Specialized Transport Lda ("the Company") in terms of and arising from the application concluded between the Customer and the Company, the terms of which I/we declare myself/ourselves to be fully acquainted.

I/We agree and acknowledge that:

- 1. All admissions and acknowledgements of indebtedness by the Customer shall be binding upon me/us.
2. The Company shall be entitled from time to time, and in its absolute sole discretion, and where it deems fit, without prejudice to its rights hereunder, and on 10 (ten) business days written notice to me/us (and my/our liability under this Suretyship shall in no way be affected thereby), to:
2.1. renew, change or withdraw any facility granted by the Company to the Customer under the application;
2.2. to vary the variation of the terms and conditions of the application.
3. The Company is hereby irrevocably authorized to apply any moneys received by it from the Company and/or me/us in terms of the application and/or in terms of this Suretyship against the indebtedness to it by the Customer in such manner as the Company in its sole discretion deems fit.
4. A certificate signed by a Member or Manager of the Company (whose appointment, qualification and/or authority need not be proved) as to the amount of the Customer's indebtedness to the Company under this Suretyship shall -
4.1. be prima facie proof of the amount of indebtedness shown in the certificate; and
4.2. in the absence of manifest error, be binding on me/us in any proceedings instituted by the Company in any competent court for the purpose of obtaining provisional sentence.
5. Should the Company cede the whole or part of its right of action against the Customer to any third party, then the Company's rights under this Suretyship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.
6. If the Customer is placed in liquidation or under judicial management, whether provisional or final, or if it enters into any scheme of arrangement or compromise with its creditors, then;
6.1. the Company shall be entitled to accept any dividend on account and in reduction of the Customer's indebtedness, without prejudice to its rights against me/us, which rights shall further not be prejudiced by the acceptance by the Company of any other securities, guarantees or Suretyships arising out of any such event;
6.2. I undertake not to prove any claims against the Customer until all amounts guaranteed by this Suretyship and which are due by the Customer to the Company have been paid in full, unless otherwise agreed in writing by the Company.
7. I/We renounce the benefits of legal exceptions of "excussion", "division" and "cession of actions", the full meaning, force and effect of all of which exceptions I/we declare myself/ourselves to be fully acquainted.
8. The Company may, at its option, institute action against me/is for any claim arising out of this Suretyship and the Customer's breach of any terms or conditions to which this Surety is annexed, I/We hereby consent to any Magistrate's Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of that Court. The Company is nevertheless, at its option, entitled to institute action in the division of the High Court which has jurisdiction.
9. I/We agree to pay the Company's legal costs in connection with any claim against me/us arising out of this Suretyship on the scale as between Attorney and own client, including the prescribed collection commission and Value Added Tax thereon, plus costs, together with all tracing agent's fees.
10. For the purposes of this Suretyship and any process which may be instituted by virtue hereof, I/We hereby choose domicilium citandi et executandi at:

10.1. The Company:

10.2. The Surety: the business address of the Customer recorded in the application for credit facility to which this surety is annexed for all purpose.

- 11. A notice or other communication which is sent to me/us/the Customer shall be deemed to have been received on the 7th (seventh) day after the date of posting by prepaid registered post, or on the date of delivery, in the case of delivery by hand, or if delivery is by fax, then within 48 (forty-eight) hours of transmission of said fax, or if delivery is by email, then when the message is capable of being retrieved and processed by the addressee from the information system, or server used by the addressee for the purposes of receiving email messages.
12. I/We may by written notice to the Company change mine/our or the Company's address or telefax number for the purposes of this clause to any other address (other than a post office box number) or telefax number provided that the change shall become effective within 7 (seven) days after the receipt of the notice.
13. No waiver, amendment or variation of this Suretyship shall be valid unless reduced to writing and signed by the Company, the Customer and myself.

THUS, DONE AND SIGNED at _____ on this the _____ day of _____ 20__ in the presence of the undersigned witnesses.

SURETY ONE

SURETY SIGNATURE _____

NAME _____

ID NUMBER _____

PHYSICAL ADDRESS _____

SURETY TWO.

SURETY SIGNATURE _____

NAME _____

ID NUMBER _____

PHYSICAL ADDRESS _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

WITNESSES

1. _____

2. _____