



W.S.T

Mini Maxi Loads

NO LOAD TOO BIG, NO LOAD TOO SMALL, WE WILL DO THEM ALL

CREDIT APPLICATION



NO LOAD TOO BIG, NO LOAD TOO SMALL, WE WILL DO THEM ALL

Tel: 014 592 0444
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Cell: 083 234 2366
Address: Plot 24, Waterval,
Rustenburg, 0300
P.O. Box 3687, Rustenburg, 0300
Email: sales@w-s-t.co.za
Web: www.w-s-t.co.za
VAT No.: 4110269232
REG No.: 2014/232918/07



CREDIT APPLICATION FORM

A. DETAILS OF THE APPLICANT

1. Name of Applicant: _____
2. Trading Name: _____
3. Registration No: _____ VAT No: _____
4. Physical Address: _____ (Domicilium citandi et executandi)
5. Postal Address: _____
6. Contact No: _____ Facsimile No: _____
7. Particulars of Members, Directors, Others:
 - 7.1 Full Name: _____ ID No: _____ Cell No: _____
E-Mail: _____ Physical Address: _____
 - 7.2 Full Name: _____ ID No: _____ Cell No: _____
E-Mail: _____ Physical Address: _____
 - 7.3 Full Name: _____ ID No: _____ Cell No: _____
E-Mail: _____ Physical Address: _____
 - 7.4 Full Name: _____ ID No: _____ Cell No: _____
E-Mail: _____ Physical Address: _____
8. Credit References:
 - 8.1 Name of Business: _____ Credit Amount: _____
Contact Person: _____ Contact No: _____
 - 8.2 Name of Business: _____ Credit Amount: _____
Contact Person: _____ Contact No: _____
 - 8.3 Name of Business: _____ Credit Amount: _____
Contact Person: _____ Contact No: _____
9. Estimated monthly purchases: _____ Amount of credit requested: _____
10. Banking Details:

Account Name: _____ Bank Name: _____

Account No: _____ Branch code: _____ Branch: _____

B. DETAILS OF SALES/ACCOUNTS DEPARTMENT

	<u>SALES</u>	<u>ACCOUNTS</u>
Contact Person:	_____	_____
Contact No:	_____	_____
Fax No:	_____	_____
E-Mail:	_____	_____

C. REQUIRED DOCUMENTATION

1. If Sole Proprietor

- Marriage Certificate / Marriage Conditions
- ID Document of Applicant
- If married Out of Community of Property, Copy of spouse`s ID
- If married In Community of Property, and applicant signs personal surety, consent letter from spouse that applicant may sign surety.
- VAT Registration Certificate
- Cancelled Cheque
- Statement of Assets & Liabilities of Sureties
- Latest audited financial statements of business

2. If CC

- Founding Statement – CK1 / CK2, All pages
- Resolution confirming the signatory of this application is authorized to sign the application and orders on behalf of the applicant (Annexure A)
- Suretyship (Annexure B) Signed by members
- Marriage Certificate / Marriage Conditions
- ID Document of Applicant
- If married Out of Community of Property, Copy of spouse`s ID
- If married In Community of Property, and applicant signs personal surety, consent letter from spouse that applicant may sign surety.
- VAT Registration Certificate
- Cancelled Cheque
- Statement of Assets & Liabilities of Sureties
- Latest audited financial statements of business
- If Member/s are married Out of Community, the spouse must also sign personal surety.

3. If Pty Ltd

- Registration Documents (CM1, 29)
- Director/s ID Documentation
- Suretyship (Annexure B) Signed by director/s
- Resolution confirming the signatory of this application is authorized to sign the application and orders on behalf of the applicant (Annexure A)
- VAT Registration Certificate
- Cancelled Cheque
- Statement of Assets & Liabilities of Sureties
- Latest audited financial statements of business

4. If Trust

- Trust Deed
- Resolution confirming the signatory of this application is authorized to sign the application and orders on behalf of the applicant (Annexure A)
- Suretyship (Annexure B) Signed by Trustees
- Marriage Certificate / Marriage Conditions
- ID Document of Applicant
- If married Out of Community of Property, Copy of spouse`s ID
- If married In Community of Property, and applicant signs personal surety, consent letter from spouse that applicant may sign surety.
- VAT Registration Certificate
- Cancelled Cheque
- Statement of Assets & Liabilities of Sureties
- Latest audited financial statements of business
- If Member/s are married Out of Community, the spouse must also sign personal surety.

WST Mini Maxi Loads (PTY) Ltd

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WST MINI MAXI LOADS (PTY) LTD, Registration Number: 2014/232918/07 reserves the right, in its exclusive discretion, to grant or decline the credit application and, if granted, to revoke the credit facility or alter and amend the terms of the facility from time to time.

By signature of this document, the applicant:

- Warrants the truth and accuracy of the information given above; and
- acknowledge that he/she has read and understood the Standard Terms and Conditions (attached as Annexure A and initialed for identification purposes; and
- agree that the aforementioned Standard Terms and Conditions shall apply to all dealings between the parties.

SIGNED at: _____ on the _____ day of _____ 20 _____.

AS WITNESSES:

Signature – Full Name & Surname

Signature – Full Name & Surname (Applicant)

Signature – Full Name & Surname

WST Mini Maxi Loads (Pty) Ltd

STANDARD TERMS OF CONDITIONS

1. DEFINITIONS

- 1.1 **Applicant:** Means the Applicant in terms of the credit application to which this document is attached as an annexure
- 1.2 **(PTY) LTD:** Means **WST MINI MAXI LOADS (PTY) LTD, Registration Number: 2014/232918/07**
- 1.3 **Goods:** Means any products or services offered by the **(PTY) LTD** and supplied to the Applicant
- 1.4 **Agreement/Contract:** Means these standard terms of agreement
- 1.5 **Domicilium citandi et executandi:** Means the address of all notices, pleadings and correspondence.

ANNEXURE A

2. THESE TERMS AND CONDITIONS TO PREVAIL

- 2.1 It is recorded that the only basis upon which the (PTY) LTD is prepared to do business with the Applicant is on the basis that, notwithstanding anything in the Applicant's enquiry, order or other documentation or discussion to the contrary, the terms and conditions contained herein shall constitute the sole terms of the contract between (PTY) LTD and the Applicant.
- 2.2 No amendments to these Standard Terms and Conditions, extension of time, waiver, relaxation or suspension shall be binding upon the (PTY) LTD unless recorded in written document signed by an authorized representative of the (PTY) LTD. Any extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect of which it was made or given.
- 2.3 Both parties, the applicant and the (PTY) LTD acknowledge that this agreement is not a credit agreement as defined in the National Credit Act 34 of 2005 and is specifically exempted in terms of Section 4(b)(B) of the National Credit Act 34 of 2005

3. QUOTATIONS

- 3.1 Any written quotation given by the (PTY) LTD constitutes an offer to the Applicant which shall be open for acceptance by the Applicant for a period of 7 (SEVEN) days after the date thereof, failing which it shall automatically lapse. No acceptance of a quotation by the Applicant shall be valid unless a duplicate copy of the quotation is duly signed by the Applicant and received by the (PTY) LTD within the aforesaid 7 (SEVEN) day period.
- 3.2 The quotation is based on rates of exchange, freight charges, insurance, railage, costs of labour and material and other charges ruling at the date of quotation. Any variations occurring subsequent to the date of the quotation in any of the aforesaid rates or charges, as the case may be, shall entitle the (PTY) LTD to vary the amount of the quotation accordingly.
- 3.3 The quotation is based on the quantities, specifications and other information supplied to the (PTY) LTD by or on behalf of the Applicant. If the Applicant requires any modification or addition to any of the foregoing at any time after the quotation is given, the (PTY) LTD shall have the sole and absolute discretion to accept or reject such proposed modification or addition. Any proposed modification or addition by the Applicant must be furnished to the (PTY) LTD in writing.

4. PLACING OF ORDERS

- 4.1 All orders placed by the applicant shall be in writing delivered to the (PTY) LTD offices or faxed to 0145924047 or e-mailed to sales@w-s-t.co.za
- 4.2 Orders placed by the Applicant shall not be binding until accepted by the (PTY) LTD.
- 4.3 If the (PTY) LTD is unable to provide and/or deliver some or all of the goods ordered by the Applicant for any reason beyond the (PTY) LTD control, including but not limited to lack of instruction from the Applicant, stock shortage, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the (PTY) LTD may in its sole discretion, cancel the whole or any part of the Applicants order. In the event of such cancellation, the (PTY) LTD shall not be liable to the Applicant for any loss, whether in contract or otherwise caused thereby.
- 4.4 The (PTY) LTD reserves the right in its sole discretion to suspend further orders by and/or deliveries to the Applicant on credit for as long as the Applicant:
- is in default of its payment obligations or any other term of this contract;
 - is unable to pay its debt; or
 - seeks to effect any compromise with any of its creditors; or
 - is placed under an order of sequestration, judicial management or liquidation (Whether provincial or final); or
 - is the subject of any resolution passed in order to enable the Applicant to be wound up or dissolved.

5. PRICE AND PAYMENT

- 5.1 Orders, other than those in respect of which a written quotation is given and duly accepted, are accepted by the (PTY) LTD only on the basis that the prices charged will be those ruling at the date of delivery of the goods, unless otherwise expressly stated.
- 5.2 The price shall be paid in cash, free of exchange, deduction or set-off within 30 (THIRTY) days after statement date.
- 5.3 Unless otherwise expressly stated, prices are exclusive of value-added tax which shall be for the account of the Applicant. The Applicant shall pay or reimburse to the (PTY) LTD the amount of the value-added tax simultaneously with the price.
- 5.4 The Applicant shall be obliged to pay to the (PTY) LTD in addition to the purchase price:
- the amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment of whatsoever nature which comes into force on a date after the date on which any price charged is determined; and
 - any other additional costs of any nature whatsoever arising due to factors beyond the control of the (PTY) LTD.

Initial _____

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- 5.5 The Applicant shall be responsible for the costs for delivery of the goods to the designated premises at the (PTY) LTD rate ruling at the date of delivery, unless otherwise expressly stated.
- 5.6 Any expenses incurred by the (PTY) LTD at the instance of the Applicant in modifying or otherwise altering or making additions to the quantities or specifications of the goods, and any expenses arising as a result of suspension of work by the (PTY) LTD due to instructions given, or a failure to give instructions by the Applicant, shall be added to the price.
- 5.7 A certificate issued by any director or manager of the (PTY) LTD reflecting the amount due by the applicant to the (PTY) LTD at any given time, shall be prima facie evidence of the amount due by the applicant to the (PTY) LTD and such certificate shall be sufficient for judgement, provisional sentence or any other legal proceedings.
- 5.8 The applicant may not exceed the credit amount granted to the applicant without prior arrangements being made with an authorized representative of the (PTY) LTD and confirmed in writing.
- 5.9 Returns, if accepted by the (PTY) LTD at its sole discretion and upon such terms as it may prescribe, shall be credited less a minimum of 10% (TEN PERCENT) as a handling charge, subject to the goods being in marketable condition and provided further that the applicant shall be liable for all costs of delivery to the applicant's designated site.

6. DELIVERY

- 6.1 Delivery in terms of orders and accepted quotations shall only be affected on payment in full or approval of the credit facilities.
- 6.2 Any delivery date indicated by the (PTY) LTD, whether in the quotation or otherwise shall merely be regarded as the estimated date of delivery and shall not bind the (PTY) LTD to effect delivery on or near such date.
- 6.3 The applicant shall accept delivery whenever delivery is tendered and shall not be entitled to resile from the contract nor to withhold or defer any payment nor to a reduction in price nor to any other right or remedy against the (PTY) LTD, its agents or any other person for whom it is liable in law whether for losses, costs, damages, expenses, interest or otherwise on account of delays in effecting delivery, partial delivery or non-delivery whether occasioned by any negligent act or omission on the part of the (PTY) LTD, its employees, agents or any other persons for whom it is liable in law, or not.
- 6.4 The applicant shall be liable for all costs caused by its failure or refusal to take timeous delivery of the goods from the (PTY) LTD.
- 6.5 The applicant shall be obliged to procure that the designated site for delivery shall be easily accessible to road transport vehicles.
- 6.6 The (PTY) LTD vehicles will only leave the public road and enter the designated site on the clear understanding that it does so entirely at the risk of the applicant. The applicant shall be responsible for any damages or loss suffered by the (PTY) LTD including but not limited to damage to its vehicles
- 6.7 or injury to its employees resulting from the vehicles entry into the designated site (whether or not the damage or loss arises from fault on the part of the applicant or the (PTY) LTD and the applicant shall compensate the (PTY) LTD with the relevant amount on demand by the (PTY) LTD.
- 6.8 If the applicant fails or refuses to furnish the information necessary to enable delivery to be effected, or if it fails to refuses to take delivery, the goods shall be deemed to have been delivered to the applicant upon notification by the (PTY) LTD to the applicant to that effect.
- 6.9 A delivery note signed by the applicant, its employee, agent or representative shall constitute proof, on its mere production, that the goods delivered thereunder accorded with the quality and quantity reflected on the delivery note.
- 6.10 Full delivery in accordance with the (PTY) LTD records shall be deemed to have been made unless any discrepancy and/or shortfall is specifically recorded on the delivery note and reported to the (PTY) LTD in writing within 48 (FORTY EIGHT HOURS) after delivery.

7. WARRANTIES

- 7.1 No warranties or representations, express or implied or tacit, which are not set forth in this agreement shall be binding on the (PTY) LTD.

8. OWNERSHIP

- 8.1 Ownership of the goods shall not pass to the applicant until the price has been paid in full. The provisions hereof shall apply notwithstanding the delivery of the goods or that the goods may be incorporated into or form part of other goods or change their essential character. All goods whether fixed to immovable property or not, shall be deemed to remain movable property and deemed to be severable without damage to either property.

9. RISK

- 9.1 Notwithstanding that the ownership in the goods shall not pass to the applicant until the payment of the entire price in respect of the goods in question has been effected, the goods shall be at the risk of the applicant who shall be responsible for all loss or damage thereto however arising. Upon the goods leaving the (PTY) LTD premises notwithstanding the (PTY) LTD may be in possession thereof.

10. BREACH

- 10.1 Subject to clause 10.2 if the applicant:
 - Breaches any of the terms or conditions thereof or any other agreement with the (PTY) LTD ; or
 - Fails to pay any amount payable by it on due date; or
 - Commits any act of insolvency or endeavors to compromise generally with it's creditors; or

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- Does or causes to be done anything which may prejudice the (PTY) LTD rights hereunder or at all; or
- Allows any judgment against it to remain unsatisfied for 7 (SEVEN) days; or
- Is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered;

the (PTY) LTD shall have the right, without prejudice to any other right which it may have against the applicant, to treat as immediately due and payable all outstanding amounts which would otherwise become due and payable in due course and to claim such amounts as well as any other amounts in arrears including *mora tore* interest and to cease performance of its obligations hereunder as well as under any other contract with the applicant.

10.2 The (PTY) LTD shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the applicant is indebted to the (PTY) LTD in any amount whatsoever in respect of any cause whatsoever or fails to comply with any other obligations to the (PTY) LTD, whether arising out of this contract or otherwise. In particular, without limiting the generality of the foregoing, if delivery of any particular order is to take place in stages, the (PTY) LTD shall not be obliged to deliver any part of the order until the price which is due in respect of the part of the order which has already been delivered has been paid.

11. SECURITY FOR OBLIGATIONS

11.1 The (PTY) LTD reserves the right to require, at any time, satisfactory security from the applicant for the due performance of any of the applicant's obligations hereunder. If the (PTY) LTD so requires, the applicant shall deliver to the (PTY) LTD prior to the (PTY) LTD complying with any of its obligations hereunder, such security acceptable to the (PTY) LTD. If such security is not furnished within 7 (SEVEN) days after any such demand, the (PTY) LTD shall be entitled to withdraw any credit facility granted to the applicant in whole or in part.

12. GENERAL

12.1 The applicant shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this contract to any third party.

12.2 The (PTY) LTD may cede or assign any rights and/or obligations which it may have in terms of this contract, at its sole discretion, to any third party without giving any notice to the applicant.

12.3 The applicant shall be liable for all costs incurred by the (PTY) LTD in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

12.4 Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments shall be governed by or construed under and in accordance with the laws of South Africa.

12.5 Should the applicant be in default of any of the terms contained in the contract, the (PTY) LTD shall be entitled in its sole discretion to institute action against the applicant in any competent court of law and the applicant hereby consents to the jurisdiction of the Magistrate's Court in terms of section 45 of Act 32 of 1944 as amended.

12.6 Address under number 4 on page 1 will serve as the address where delivery of all notices, pleadings and correspondence will be accepted.

12.7 I consent to instruct a tracer if necessary and consent that the Creditor may compile and/or request a credit profile from any credit bureau as well as a bank report from any financial institution.

12.8 Should my account be handed over for arrears, I agree that Gisela Grunwald Attorneys Inc may make enquiries on any credit bureau to obtain information.

12.9 By signature of this document, the applicant warrants the truth and accuracy of the information given above and acknowledge that he/she has read and understood the Standard Terms and Conditions and agree that the Standard Terms and Conditions shall apply to all dealings between the parties.

12.10 All the provisions of this agreement is severable and no provision shall be effected by the invalidity of any other provision of this agreement.

SIGNATURE _____

FULL NAME AND SURNAME
APPLICANT – DULY REPRESENTED

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RESOLUTION

EXTRACT FROM MINUTES OF MEETING OF DIRECTORS / MEMBERS / TRUSTEES / COMMITTEE OF _____

(Full Name of Applicant) HELD AT _____ ON THE
_____ DAY OF _____ 20_____.

RESOLVED:

- THAT the company / close corporation / trust / partnership make application for credit facilities with **WST MINI MAXI LOADS (PTY) LTD, Registration Number: 2014/232918/07** and agree to their Standard Terms and Conditions;
- THAT _____ (Full name of authorized person) in his/her capacity as _____ is authorized to sign and execute all documents necessary to give effect to this resolution.

SIGNED BY ALL THE DIRECTORS / MEMBERS / TRUSTEES / COMMITTEE OF _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

Initial _____

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DEED OF SURETYSHIP

I the undersigned,

Full Name: Identity Number:

Residential Address: Marital Status (In community / Out community of Property) do hereby bind myself jointly and severally unto and in favor of WST MINI MAXI LOADS (PTY) LTD, Registration Number: 2014/232918/07 (hereinafter referred to as "the Creditor") its order or assigns, as surety/sureties in solidum for and as joint and several co-principal debtor/s with (Applicant's name) (hereinafter referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising.

This suretyship is given as a continuing covering suretyship for any present or future indebtedness of the Principal Debtor to the Creditor and is subject to the following terms and conditions:

- 1. This suretyship shall remain in full force and effect notwithstanding any fluctuation in or even temporary extinction of such indebtedness.
2. I bind myself in the event of the Principal Debtor being declared insolvent or being placed under judicial management not to file any claim against the Principal Debtor in competition with Creditor.
3. I will be bound by all admissions of acknowledgements of indebtedness made or given by the Principal Debtor to the Creditor.
4. For the purpose of any action against me a certificate by a Director of the Creditor (whose appointment, qualification and/or authority need to be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the facts therein stated.
5. I acknowledge that all amounts due and payable by the Principal Debtor to the Creditor shall be recoverable from and paid by me notwithstanding that the Principal Debtor may have any claim or counter-claim of whatsoever arising against the Creditor.
6. I hereby renounce the benefits of the legal exceptions "excussio", "division", "de Duobus vel pluribus reis debendi", "no value received" with the full force, meaning and effect of all of which I declare myself to be fully acquainted.
7. I hereby consent in terms of Section 45 of the Magistrate's Court Act 1944, to the Creditor taking any legal proceedings for the recovery of moneys claimable hereunder or otherwise in the Magistrate's Court for any district having jurisdiction in respect of my person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing, the Creditor shall be entitled in his discretion to take any such legal proceedings in any other Court of competent jurisdiction.
8. In the event of it being contemplated that more than one party shall execute this document as surety and in the event of such contemplated party or parties omitting to execute this document then the remaining party or parties who have signed this document shall notwithstanding such omission, remain fully bound in terms hereof and shall be regarded as the sole surety/ies in his deed and shall not be entitled to any remission or any other advantage which they may otherwise have enjoyed by reason of the fact that such other contemplated party/ies have omitted to execute this document.
9. No consensual cancellation, variation or modification of the terms of this deed of suertyship shall be binding on the Creditor unless reduced to writing and signed by or on behalf of the Creditor and myself.
10. The Surety chooses the physical address of the applicant (Principal Debtor) as the domicilium citandi et executandi of the Surety.
11. The creditor is irrevocably authorized to apply any monies received by the Creditor from the Debtor or any surety whether in terms of this suretyship or not against the indebtedness of the Debtor to the Creditor in such manner as the Creditor in its entire discretion may think fit, including the appropriation by the Creditor of monies received to any obligation of the Debtor whether due for performance or not for which the surety is for any reason not liable.
12. I acknowledge and confirm that this suretyship was fully completed at the time of my signature and is complete and regular in all respects.
13. Should the Creditor institute legal action in order to recover outstanding debt I consent to pay all legal fees on an attorney and own client scale and consent to instruct a tracer if necessary.
14. I consent that the Creditor may compile and/or request a credit profile from any credit bureau.

THUS DONE AND SIGNED at: on the day of 20

AS WITNESSES:

Signature - Full Name & Surname

Signature - Full Name & Surname (Surety)

Signature - Full Name & Surname

Signature - Full Name & Surname (Spouse)

Please note the signature of the spouse is required if the suretyship is signed by an individual married in community of property.

Attached hereto the Consent (Complete in Full)

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CONSENT

I the undersigned, _____ (Full names and surname of spouse)

Identity Number, _____ (Identity Number of Spouse)

Married in Community of Property with: _____ (Full names and surname of surety)

HEREBY grant consent to: _____ (Full names and surname of surety)

To bind him/herself and/or our joint estate as surety and co-principal debtor for the due performance of all its obligations by _____ (Full name of applicant) against **WST MINI MAXI LOADS (PTY) LTD, Registration Number: 2014/232918/07** and further grant consent to the said _____ (Full names and surname of surety) to agree to all related terms and conditions according to his/her unlimited discession.

APPLICANT

Signature: _____

Full Name and Surname: _____

Date: _____

Physical/Residential Address: _____

Capacity: _____

SPOUSE

Signature: _____

Full Name and Surname: _____

Date: _____

Physical/Residential Address: _____

Capacity: _____

Initial _____