**MENTOR SHIPPING AGENCY (PTY) LTD**

**Registration No. 1976/000330/07**

**BUSINESS APPLICATION FORM**

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| Full name of Applicant (“Applicant”): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Trading name of Applicant (if applicable): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Registration no.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| Type of entity: | Private Company |  | Close Corporation |  | Partnership |  | Trust |  |  |  |
|  | Sole Proprietor  |  | Other (Specify)  | \_\_\_\_\_\_\_\_\_\_  |  |  |  |  |  |  |
|  |  |  |  |  |
| Street address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Town | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Code | \_\_\_\_\_\_\_ |
| Postal address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Town | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Code | \_\_\_\_\_\_ |
| Telephone no.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Fax no.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Applicant's Auditors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Applicant's Bank account details: |
| Bank name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Account name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Account no.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Branch code: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Importer/Exporter code: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | VAT registration no.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Trade references: |  |
| 1. | Trade reference | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Tel no. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. | Trade reference | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Tel no. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Owners/Partners/Directors/Members: |  |  |
| 1. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Identity No. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Identity No. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Identity No. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Identity No.  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Is a credit facility required? If so, for the amount of: R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Credit facility approved (payment terms : 30 days from date of invoice). Credit facility refused. |
|  |  |  |  |  |   |  |
|  |
| Credit Rating: |
|  | Judgments: |
|  | Have any civil judgments been entered against the Applicant in the past five years or are there currently any civil proceedings pending against the Applicant? If so, please give details: |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Credit Bureau Listing: |
|  | Has any creditor reported the Applicant to a Credit Bureau for default in paying an outstanding debt? If so, please give details: |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Credit Terms and Conditions**In the event of the Applicant’s application for a credit facility being approved by the Company, the credit facility will be subject to the following terms and conditions: 1. “Company” means Mentor Shipping Agency (Pty) Ltd, a limited liability private company incorporated in accordance with the company laws of the Republic of South Africa and registered with Registration Number 1976/000330/07, having its principal place of business at the 3rd Floor, Unit 300, Silver Oaks Centre, Silverton Road, Durban, KwaZulu-Natal, South Africa.
2. The Applicant warrants that all of the information contained in this business application form is true and correct and authorises the Company to use any reasonable means to verify this information.
3. Credit facilities will not be granted to the Applicant in respect of payment of the Company’s proforma/estimated disbursement accounts.
4. Credit facilities will only be granted to the Applicant in respect of payment of the Company’s invoices.
5. The decision whether or not to grant credit to the Applicant is in the sole discretion of the Company.
6. The Company reserves the right at any time to cancel, withdraw, vary or amend any credit facility granted to the Applicant, without prior notice. In the event that the Company withdraws or cancels such credit facilities, all amounts owing by the Applicant to the Company will immediately become due, owing and payable.
7. In addition to these terms and conditions, the credit facility will also be subject to the Company's Standard Trading Terms and Conditions, which the Applicant acknowledges having read and understood. A copy of the Company's Standard Trading Terms and Conditions is available on request, alternatively at [www.mentorshipping.co.za](http://www.mentorshipping.co.za)*.*
8. The Applicant will pay all amounts owing to the Company within the credit period granted to it. All payments will be made without deduction or set-off and payments will not be withheld or deferred on account of any claim or counterclaim which the Applicant may allege against the Company.
9. Should any amount not be paid by the Applicant on the due date then the full amount in respect of any amounts owing to the Company will become immediately due, owing and payable.
10. Interest calculated daily and compounded monthly at the maximum rate permitted by law will be levied on all amounts which are not paid by the due date for payment.
11. If the Company institutes legal proceedings against the Applicant to recover any amounts due by it to the Company or for breach of any if its obligations or enforcement of any of the Applicant’s obligations, the Applicant will be liable for all legal charges incurred by the Company on an attorney and own client scale including collection charges and tracing agent's fees incurred by the Company in recovering all such amounts from the Applicant.
12. The Company may in its sole discretion appropriate any payments made by the Applicant to any principal debt owed by the Applicant to the Company, irrespective of when it arose, or to interest only, or to legal or other costs, or to any such combination of principal, interest and costs as it may in its sole discretion determine, irrespective of any purported allocation or appropriation being made by the Applicant at the time of payment or at any other time.
13. A certificate signed by any director or manager of the Company stating the indebtedness of the Applicant to the Company or certifying that specific services were provided and/or monies disbursed, will be *prima facie* evidence of the Applicant's indebtedness to the Company, the provision of such services or the disbursement of such monies.
14. The Applicant warrants that its annual turnover exceeds the monetary thresholds contained in the National Credit Act, no 34 of 2005 and the Consumer Protection Act, no 68 of 2008 and accepts that the provisions of these Acts do not apply to any services provided by the Company. In the event that the Applicant's turnover does not exceed the thresholds, the onus is on the Applicant to bring this to the immediate attention of the Company.
15. Any credit facility granted to the Applicant will be subject to and construed in accordance with the laws of the Republic of South Africa.

 1. The Applicant consents to the non-exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Local Division, Durban, exercising it admiralty jurisdiction.
2. The Applicant nominates its street address and electronic mail address set out above as its chosen *domicilium citandi et executandi* for service of any legal notices, pleadings or documents.
3. No agreement varying, adding to, deleting from or cancelling these terms and conditions and no waiver of any right under these terms and conditions will be effective unless in writing and signed by an authorized representative of the Company.
4. No relaxation by the Company of any of its rights in terms of these terms and conditions at any time will prejudice or be a waiver of its rights (unless it is a signed written waiver) and it will be entitled to exercise its rights thereafter as if such relaxation had not taken place.
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| **Signed** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Name****Date** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Designation**  | **For and on behalf of the Applicant, who hereby warrants that (s)he is duly authorised to sign this document on its behalf.****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |  |  |
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