



APPLICATION FOR CREDIT

P/Bag 62, Palapye

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sales@makoro.co.bw

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APPLICATION DETAILS

Name of Applicant:

(herein after referred to as Applicant/Principal, Debtor)

Trading as:

Is Applicant a:

PTY LTD.

Sole Proprietor

Private Individual

Close Corporation

Partnership

Trust

CO Reg. No.:

CC Reg. No.:

Trust Reg. No.:

V.A.T No:

Maximum Credit Limit Required:

Applicant's Postal Address: _____

Code: _____

Applicant's Tel: _____ Applicant's Fax: _____ Email: _____

Applicant's Physical Address: (Chosen domicilium citandi et executandi) _____

Code: _____

PERSONAL DETAILS OF DIRECTORS/MEMBERS/PROPRIETORS/TRUSTEES

1. Surname: _____ First Names: _____

Spouse: _____

Residential Address in full (domicilium citandi et executandi) _____

Date of Appointment as Director/Member/Proprietor/Trustee: _____ I.D. No.: _____

Tel (H): _____ Cell No.: _____

2. Surname: _____ First Names: _____

Spouse: _____

Residential Address in full (domicilium citandi et executandi) _____

Date of Appointment as Director/Member/Proprietor/Trustee: _____ I.D. No.: _____

Tel (H): _____ Cell No.: _____

3. Surname: _____ First Names: _____

Spouse: _____

Residential Address in full (domicilium citandi et executandi) _____

Date of Appointment as Director/Member/Proprietor/Trustee: _____ I.D. No.: _____

Tel (H): _____ Cell No.: _____

Applicant's Registered Office Address: _____

Name of Applicant's Accountant/Auditor/Accounting Officer: _____

Applicant's Accountant/Auditor/Accounting Officer's Physical Address: _____

_____ Code: _____

Applicant's Accountant/Auditor/Accounting Officer's Postal Address: _____

_____ Code: _____

Tel: _____ Fax: _____ Contact Person: _____

Applicant's Nature of Business:

How long has your Company / Business been in operation:

Are premises: OWNED RENTED Name of Landlord: _____

Contact Person: _____ Tel: _____

Landlord's Postal Address: _____

Landlord's Physical Address: _____

APPLICANT'S BANKING DETAILS: Name of Bankers: _____ Branch: _____

Tel: _____ Account No.: _____ Branch Code: _____

Name of Account: _____ How long at Bank? _____

TRADE REFERENCES:

Name of Supplier _____

Contact Person: _____ Tel: _____

Address: _____

No. of years doing business together: _____ Credit limit _____ Terms: _____

Name of Supplier _____

Contact Person: _____ Tel: _____

Address: _____

No. of years doing business together: _____ Credit limit _____ Terms: _____

Name of Supplier _____

Contact Person: _____ Tel: _____

Address: _____

No. of years doing business together: _____ Credit limit _____ Terms: _____

Name/s of any person/s fully authorised to order on behalf of the Applicant:

_____ Tel: _____

Name/s of contact person/s in Applicant's Accounts Department:

_____ Tel: _____

To this application form please attach the following; 1) A cancelled copy of your most recent letterhead 2) A cancelled copy of your current business cheque 3) A photocopy of all Directors/Members/Proprietors/Trustees identity documents 4) Copy of VAT registration 5) Copy of Certificate of incorporation 6) Copy of Form 2

Have any of the Applicant's /Directors/Members/Proprietors/Trustees ever been insolvent, liquidated, Sequestered, Commercially Bankrupt or placed under Judicial Management YES NO

If yes, furnish details: _____



MAKORO BRICK AND TILE (PTY) LTD

Private Bag 62
Palapye, Botswana
Tel: 4920626
Fax: 4900044

E-Mail: sales@makoro.co.bw



Deed of Suretyship

I/We the undersigned

Do hereby interpose and bind myself/ourselves to Makoro Brick and Tile (PTY)LTD , its orders or assigns (hereinafter referred to as the 'Company') as surety / sureties and severally in sodium and co-principal debtors for the payment by:

(hereinafter referred to as the debtor/s) to the Company of each and every sum of money or other debts or obligations which may at time be or become owing by or claimable from the debtor/s to or by the Company from any cause or debt whatsoever.

As I/We declare that this Deed of Suretyship shall remain in force until the company shall have received notice in writing from me/us pr from my/our Executors, Trustees or other legal representatives as the case may be, terminating the same providing that such termination shall not take effect until the sums due or to become due accruing at the date of the receipt or such notice shall have been aid.

And I/We agree and declare that it shall always be in the absolute discretion of the company without notice to me/us to determine the extent nature and duration of any credit facilities, to grant time or other indulgences to the debtor/s, to delay the date of repayment or vary the terms of any obligation, to increase the rate of interest payable thereon, to release the whole or any portion of any security or release any co-principal debtor or co-surety to compound or make any arrangements with the debtor/s. All admissions and acknowledgment of indebtedness by the debtor/s shall be binding on me/us. In the event of insolvency, liquidation, assignment or compromise no dividends or payments which the company may receive from the debtor/s shall prejudice its rights to recover from me/us to the full extent of the guarantee any sum which after the receipt of such payments or dividends, may remain owing by the said debtor/s, provided this clause shall in no way oblige the company to excuss the principal debtor/s before proceeding against me/us and any action by the company under this clause may be taken without reference to me/us and such action shall in no way affect, limit or prejudice my/our liability hereunder.

And i/we hereby consent that any proceeding against me/use for the recovery of any amount due by me/us in terms of this surety ship being instituted in any court having jurisdiction should the company elect to do so.

Thus done and signed at.....on this the.....day of.....20.....in the presence of the undersigned witnesses.

Witness.....
Witness.....
Witness.....

Surety.....
Surety.....
Surety.....

Trade Agreement

In any contract that may arise out of the estimates, customers will be deemed to have ordered subject to the following terms and conditions unless otherwise agreed in writing.

- 1. Application:** These terms and conditions supersede all other conditions and are without prejudice to any securities and/or guarantees/s which Makoro Brick holds. This contract constitutes the entire content between the parties and no representation by any person or variations or consensual cancellations of or amendments to any of the terms and conditions hereof shall be valid or binding on Makoro Brick unless reduced in writing and signed by an authorized representative. To the extent that there is any conflict between these terms and a written agreement between Makoro Brick and the Applicant in respect of a particular transaction, the terms of that agreement shall prevail.
- 2. Estimated and Quotations:** Not accepted by the expiry date thereof shall be deemed withdrawn and cancelled, unless otherwise stated in writing. Quotations are for the prompt acceptance and undeferred execution. Clerical errors and omissions are subject to correction and Makoro Brick does not bind itself to accept the order. All prices exclude VAT unless otherwise indicated on the quotation. All prices quoted exclude delivery charges unless otherwise indicated on the quotation.
- 3. Orders:** All orders from Applicant are to be placed with Makoro Brick by means of an official order form with all information of materials to be delivered and work to be done in the finest details. Incorrect information leading to incorrect work done or incorrect materials delivered, will be for the Applicant's account. Makoro Brick will not be held responsible as a result. The Applicant agrees that it shall be liable to Makoro Brick for all product supplied and all work done up to the date of receipt of written notification from the Applicant that the order placed by the Applicant is to be postponed or cancelled. Time shall not be of the essence of the order/contract unless agreed upon in writing by Makoro Brick.
- 4. Preliminary Work:** Applicant shall pay for any preliminary work which is done at his request whether experimental or otherwise.
- 5. Dispatch/Delivery:** Materials must be dispatched or must be collected by the Applicant when ready and the Applicant shall not refuse or delay to take delivery. The signature of any employee of the Applicant or any third party to whom the goods are delivered in accordance with the Applicant's instructions which appears on Makoro Brick's official delivery note or the delivery note/waybill of any authorised independent courier nominated by either party, will constitute conclusive evidence of goods produced and delivered. The Applicant shall indemnify Makoro Brick against all demands and claims which may be made against it by the courier so engaged and all liability which Makoro Brick may incur to the couriers arising out of the transportation of goods so ordered by the Applicant.
- 6. Payment:** Is due when goods are ready for despatch or collection where account facilities are not approved.
- 7. Payment Terms:** A period of strictly thirty (30) days from the date of invoice is allowed for payment in respect of approved credit accounts. All accounts are strictly net. Interest on overdue accounts shall be charged, compounded on a monthly basis, at the maximum interest rate allowed by law from time to time as set forth in the Limitation and Disclosure of Finance Charges Act or any other applicable legislation in force at the time of such calculation. Should the Applicant not dispute the accuracy of an invoice, in writing, within seven (7) days after the date reflected on the invoice, the invoice shall be deemed to be correct. The Applicant shall under no circumstances be entitled to deduct or set-off any amount or defer or withhold payments of any amount due to

Makoro Brick in terms of this agreement. Should any amount owing by the Applicant to Makoro Brick in terms of this agreement become overdue for payment, then Makoro Brick reserves the right to demand immediate payment of all amounts owing at the time, notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.

8. **Expedited Delivery:** When required to expedite delivery ahead of the time needed for proper production, Makoro Brick shall not be liable for defects occasioned thereby. Should such expedited delivery require payment of overtime wages, and other additional costs or delivery charges, all such extras are for the Applicant's account. Charges are based on normal business hours. Work performed outside these hours at the Applicant's request involves overtime at our overtime rate, which is generally not included in the original Estimate/Quotation.
9. **Complaint/Credits:** Will only be entertained if received by Makoro Brick in writing within seven (7) days of delivery. If a complaint is not lodged within the agreed period of seven (7) days, it shall be deemed to be free of defect and in accordance with the order placed, whereafter no complaint will be entertained. All such goods against which such complaint is being made must be returned to Makoro Brick within the aforementioned seven (7) days period failing which, no complaint will be entertained.
10. **Standing Matters and Materials:** Makoro Brick may charge rent for storage of goods that are manufactured but the Applicant hasn't collected them or taken delivery of them. The Applicant will be responsible for his own insurance of goods stored and Makoro Brick is in no case liable for any loss or damage to goods left in its possession.
11. **Force Majeure:** Any order/contract is subject to cancellation or variation by reason for Force Majeure from any and every cause whatsoever beyond Makoro Brick's control, including Inter Alias: inability to secure labour, materials, power or supplied, or by reason of an Act of God, War, Civil Disturbance, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought, or Legislation.
12. **Increased Cost of Production:** Makoro Brick may recover from the Applicant any increase in the cost of production which might occur between the acceptance and execution of any order. Any fluctuations in currency value will automatically change the cost of production according to the latest exchange rate.
13. **Variation in Standard:** Makoro Brick shall not be required to work to tolerances closer than those applicable to the materials obtained in ordinary course of trade. No liability shall arise from variations in standard, quality and performance of such materials.
14. **Third Parties/Warranties:** It is the sole responsibility of the Applicant to determine whether the goods ordered are suitable for the intended purpose. Makoro Brick gives no warranty, expressed or implied, concerning the suitability of the goods supplied for any purpose whatsoever. Makoro Brick shall not be liable for any direct, indirect, consequential or other loss of any nature, including loss to Third Parties, arising out of errors in carrying out an order/contract or by delay in delivery or by unsuitability of goods for use as intended. Makoro Brick's liability to the Applicant for any damage sustained by the Applicant from any cause whatsoever, including any damage arising out of Makoro Brick's negligence or that of its employees or agents or subcontractors shall in any event and under any circumstances, be limited to the replacement of goods which are found to be defective as at the date of delivery thereof.
15. **When Payment is Overdue:** Makoro Brick may suspend deliveries without prejudice to any other legal remedy until due payment has been made. Furthermore, any monies in respect of goods completed but not delivered shall thereupon forthwith become due and payable. Moreover after the expiration of fourteen (14) day notice, Makoro Brick may exercise a general lien on all

Applicant's goods and property in his hands and may dispose of such goods and property as Makoro Brick sees fit and apply the proceeds towards such debts. Makoro Brick may also elect to cancel and not produce any unmade balance of such order/contract and recover from the Applicant any loss sustained by so doing.

16. **Ownership:** Notwithstanding the delivery of goods to the Applicant, ownership shall not pass until Makoro Brick has received payment in full of all and any indebtedness of the Applicant to Makoro Brick and Makoro Brick shall be entitled to recover possession of the goods without notice and without the necessity to first cancel the order/contract of sale if payment of the amount owing to Makoro Brick is not effected without deduction or set-off on due date.
17. **Dispute:** In any dispute between Makoro Brick and the Applicant, Makoro Brick shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the Applicant until such time as the Applicant proves the contrary. The Applicant agrees that in the event of any portion of a invoiced amount being disputed, then and in that event, the Applicant will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Applicant, failing which any discount permitted in respect of the invoiced amount will be forfeited. In the event of a dispute arising between the parties to these trading terms in regard to any aspect, provision or clause hereof, then and in such event, the dispute shall be referred to an independent arbitrator for arbitration. The decision of arbitrators appointed by Makoro Brick will be final and binding on the parties hereto. It is within the contemplation of the parties that such dispute, which may be resolved in the manner aforesaid, will include disputes as to the meaning, effect and interpretation of this agreement.
18. **Legal Costs:** If as a result of any breach by the Applicant of any of the terms of this agreement, Makoro Brick instructs its attorneys to make demand or institute legal proceedings against the Applicant, the Applicant shall be liable for and shall pay, on demand, all legal costs and disbursements so incurred, including the costs of any letter of demand, tracing agents fees and collection commissions on the scale as between attorney and own client.
19. **Cancellation:** Makoro Brick may cancel this contract or any uncompleted part of it if the Applicant commits a breach of any of the terms or conditions of this contract or, being an individual, dies or is provisionally or finally sequestered, surrenders or makes application to surrender his estate or, being a partnership is terminated, or being a company is placed under a provisional or final order of liquidation or judicial management, or has a judgement recorded against it which remains unsatisfied for seven (7) days or compromises or attempts to compromise generally with any of its creditors. Upon the cancellation of the contract for any reason whatsoever, all amounts then owed by the Applicant to Makoro Brick in terms of the contract shall become due and payable forthwith.
20. **Jurisdiction:** The Applicant and the person/s who executed the deed of suretyship overleaf hereby consents to the jurisdiction of a Botswana Magistrate's Court over the Applicant and/or the surety and co-principal debtor for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that Makoro Brick shall be entitled and not obligated to bring any action in any other competent Court which has jurisdiction over the Applicant. In the event of any action being instituted by Makoro Brick against the Applicant for any reason or for any amount due in terms hereof and being successful with such action the Applicant and the surety and co-principal debtor hereby agree to pay Makoro Brick's attorneys legal fees on the scale as between attorney and own client, including collection commissions, tracing fees and the like.
21. **General:** No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by an authorised official of both parties. No indulgence which Makoro Brick may grant to the Applicant shall constitute a waiver of any of the rights of Makoro

Brick, which shall not thereby be precluded from exercising any rights against the Applicant which may have arisen in the past, or which may arise in the future. The Applicant represents and warrants that this Application for Credit has been completed in full and that all information given is true and correct and that the Applicant has disclosed to Makoro Brick all information reasonably material and required by Makoro Brick in order to enable Makoro Brick to make a valid decision regarding the Applicant's creditworthiness. The parties record and agree that Makoro Brick has been induced to enter into this agreement relying on the truth of these warranties and representations, all of which are deemed to be material. The Applicant nominates as its domicilium citandi et executandi address (physical business address) for the purposes of the giving of any notice, the service of any process, or for any other purpose arising from this agreement, the address as stipulated on first page of Makoro Brick's Application for Credit. The parties shall be entitled from time to time by written notice to one another, to vary their address to any other physical address.

22. **Indemnification:** The Applicant agrees to protect Makoro Brick from economic loss and any other harmful consequences that could arise in connection with the work. This means that the Applicant will hold Makoro Brick harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

Acknowledgement of Debt

1.

We, the undersigned:

1.1

(Below please complete Company Name and Address)

Represented by

(Referring to the Debtor)

1.2

(Below please fill out your name and address)

(In my personal capacity)

Do hereby acknowledge that we are indebted, to Makoro Brick, in respect of the agreed outstanding amount ("The Debt").

2.

The Debtor hereby agrees and undertakes to effect payment of The Debt, free of deductions to Makoro Brick on demand.

3.

The Debtor further acknowledges that in the event of their failing to pay The Debt on demand, The Debt shall accrue interest at the maximum rate permitted by law from the date of demand to the date of full payment of The Debt.

4.

The Debtor further acknowledges that this Acknowledgement of Debt does not amount to a notation or waiver of Makoro Brick's rights to institute legal proceedings for the recovery of The Debt, bearing in mind that all legal costs borne will be the responsibility of the Debtor.

5.

The Debtor further acknowledges that no indulgence granted to all or any of them by Makoro Brick shall in any way be construed as a waiver or notation of Makoro Brick's rights in terms hereof.

6.

No amendment or variation of the terms of this Acknowledgement of Debt shall be binding on either Makoro Brick or the Debtor, unless such an amendment or variation has been reduced to writing and signed by Makoro Brick and the Debtor.

7.

The Debtor further acknowledges that they have read and understood the contents of this Acknowledgement of Debt, and that they enter into this Acknowledgement of Debt of their own volition and will.

Dated at _____, on this _____ day of _____, _____

In the presence of the undersigned witnesses.

The Debtor

As Witness

The Debtor

Witness 1

Witness 2