

CREDIT APPLICATION

New Concept Mining (Pty) Ltd
Company Reg. No. 2002/019347/07
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109 Adcock Ingram Avenue, Aeroton
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GENERAL INFORMATION

Official name _____ (“The Applicant”)

Trade name _____

Physical / delivery address _____

_____ Postal code _____

Postal address _____

_____ Postal code _____

CONTACT PERSONS

ACCOUNTS/FINANCE

Name _____

Telephone _____ Fax _____ E-Mail _____

PROCUREMENT/PURCHASING (if different from above)

Name _____

Telephone _____ Fax _____ E-Mail _____

BUSINESS INFORMATION

Entity Type Company Partnership Sole Proprietorship Close Corporation Division of _____

Years in Operation _____ Type of Business _____

Registration number (if Company / CC) _____ VAT number _____

Full name/s, physical address/es, and ID number/s of sole proprietor/partners/directors/members

1. _____

2. _____

3. _____

4. _____

5. _____

Summarised financial information (for most recent financial year)

Turnover R _____ Net Profit after tax R _____ Total assets R _____

Amount of credit applied for R _____

CEO/MD _____ FD _____

Please attach:

- a copy of the most recent annual financial statements and monthly management accounts;
- copies of the ID documents of the principal sole proprietor/partners/directors/members

BANK INFORMATION

Bank _____ Account type _____

Account number _____ Branch number _____

Complete address _____

TRADE REFERENCES

Reference 1 _____ Contact _____

Telephone number _____ Fax number _____

Reference 2 _____ Contact _____

Telephone number _____ Fax number _____

Reference 3 _____ Contact _____

Telephone number _____ Fax number _____

CUSTOMER'S AUTHORIZATION TO RELEASE BANK AND TRADE INFORMATION

I/We hereby authorize New Concept Mining (Pty) Ltd, or its agents, to investigate my/our credit worthiness and obtain information from the trade references and bank listed above as well as any credit bureaus as it deems necessary.

Prepared by _____ (signature) _____ (name) _____ (title) _____ (date)

We, the undersigned _____

Do hereby bind ourselves jointly and severally as sureties for the co-principal debtors in solidum with

(hereinafter styled "the debtor") for the payment on demand to New Concept Mining (Pty) Limited (hereinafter styled "the creditor") of all sums of money which the debtor now owes to the creditor or may from time to time owe or be indebted to the creditor and the successors and assigns of the creditor from whatsoever cause arising, whether such indebtedness be incurred by the debtor solely or jointly or in partnership with any other person or persons, company or companies.

TERMS AND CONDITIONS OF SALE

The following conditions shall apply to the sale of the goods by New Concept Mining (Pty) Ltd (The SELLER):-

1. The PURCHASER of goods shall include any person, firm, corporation, association or legal persona who has ordered and/ or taken delivery of goods from the SELLER or for whom or on whose behalf the SELLER has rendered services and/or disbursed monies.
2. Ownership of goods sold shall not pass to the PURCHASER until the purchase price in respect thereof shall have been paid in full.
3. In view of abnormal stresses and strains to which the goods may be subjected to, the SELLER stipulates that it makes no representation whatsoever and gives no guarantee against defects or in any other manner whatsoever in respect of any products sold by the SELLER and all conditions and warranties whatsoever, whether statutory, implied or otherwise, are hereby expressly excluded, unless such guarantee or warranty shall have been given in writing and the SELLER shall be bound only to the terms of such written guarantee.
4. The purchase price for all goods sold and payment for all services rendered and monies disbursed shall be paid without deduction or set off within 30 days after the date of statement to the PURCHASER reflecting the purchases or services.
5. In the event of the non-payment of any amount owing by the Purchaser whether for goods or services, by the due date thereof:-
 - 5.1 all amounts owing by the PURCHASER to the SELLER from whatsoever cause arising shall immediately become due, owing and payable by the PURCHASER notwithstanding that but such default, the same would not otherwise have been due for payment;
 - 5.2 all amounts owing by the PURCHASER to the SELLER, if not paid in full by the PURCHASER on the due date thereof, shall bear interest at the publicly quoted prime overdraft rate of the SELLER'S bankers, plus 2%, from the time of default and shall be charged on the outstanding balance owing by the PURCHASER to the SELLER from time to time until settlement of the outstanding amount in full and which interest shall:-
 - 5.2.1. Be payable on demand;
 - 5.2.2. In the event of dispute, be proved under the hand of a manager of the SELLER'S bankers whose authority need not be proved.
6. If the PURCHASER shall fail to pay any amount due to the SELLER, the SELLER shall instruct Attorneys to recover any amount due by the PURCHASER, the PURCHASER shall refund to the SELLER all costs incurred by the SELLER with the Attorneys including collection commission and costs on the scale as between Attorney an Own Client.
7. The SELLER hereby consents to the jurisdiction of the Magistrate's Court notwithstanding that the amount in dispute may exceed the jurisdiction of the Magistrate's Court. The foregoing notwithstanding, the SELLER may at any time and at its option, action in any court of competent jurisdiction, in which event the PURCHASER shall be liable to pay the costs incurred by the SELLER with respect to its legal representatives on the tariff of fees applicable to such court.
8. For so long as any circumstances whatever may prevent, hinder or delay delivery, the SELLER shall not be bound to make delivery of any goods or perform any services which it may have contracted to sell or perform, and the SELLER shall not under such circumstances be liable in any manner whatsoever to the PURCHASER for any failure or delay.
9. A certificate under the hand of the SELLER or any representative of the SELLER (whose authority need not be proved) shall be:-
 - 9.1 prima facie evidence of the amount of the PURCHASER'S indebtedness to the SELLER at the date of such certificate; and
 - 9.2 valid as a liquid document in any court of competent jurisdiction for the purpose of obtaining provisional sentence or summary judgment against the PURCHASER.

I/We having read the above terms and conditions and without limiting the generality thereof, and I/we by my/our signature hereto, warrant that the above information is accurate and correct as at the date of signature hereof, and that I/we are authorised to sign on behalf of the Applicant.

Thus done and signed at _____ on this the _____ day of _____ 2010

1. _____ 2. _____

As witnesses

1. _____ 2. _____

FOR OFFICE USE ONLY

Amount of credit approved _____

Terms _____

AUTHORISED BY

Name _____

Signature _____

Date _____