



Count Time Investors Trading As:
Power Wholesalers
Plot 64267 Broadhurst Industrial
Tel: 3957318 Fax: 3181525
P.O Box 50107 Rail Park Mall
Email: sales@egwwholesale.com
Products: www.egwwholesale.com



LET US SUPPLY YOUR BUSINESS

Account No. (Official Use only)

Application for credit Facilities

Name of Company:

Company Registration No:

Vat Registration No:

Postal Address:

Physical Address:

Telephone No's:

Fax No's:

Email Address:

Nature of Business:

Date Established:

Trade Reference:

1. Name of Company:

Address:

Telephone No:

2. Name of Company:

Address:

Telephone No:

3. Name of Company:

Address:

Telephone No:

Bank Account Details:-

- | | |
|---------------------|---------------------|
| 1. Bank Name: | 2. Bank Name: |
| Account Name: | Account Name:..... |
| Account No: | Account No: |
| Branch Name: | Branch Name: |

Financial Details:-

- | | |
|--------------------------------|--|
| 1. Accounts Manger Name: | |
| Contact Number: | |
| Fax Number: | |
| Email Address: | |
| 2. Auditor's Name: | |
| Contact Number: | |
| Fax Number: | |
| Email Address: | |

Full Name and Residential Address of all Owners/Partners/Directors:

- | | |
|--------------------|--|
| 1. Name: | |
| Address: | |
| Contact No.: | |
| 2. Name: | |
| Address: | |
| Contact No.: | |
| 3. Name: | |
| Address: | |
| Contact No.: | |

Estimated monthly purchase in BWP:

Are any or all of the Directors Prepared to sign Personal Guarantees?

If YES please fill and sign form A attached for each director willing to sign.

If NO please understand that your credit application may be rejected based on the level of risk exposure or your credit facilities may be severely limited

Signed for and on behalf of the applicant and in my personal capacity

(Resolution required for any Non Director signatory on this Application).

Signature Name (Print)

As Witness:

Signature Name (Print)

Signed for and on behalf of the applicant and in my personal capacity

(Resolution required for any Non Director signatory on this Application).

Signature Name (Print)

As Witness:

Signature Name (Print)

Company Stamp:

Terms and Conditions:-

1. Payment of account to be made to COUNT TIME INVESTORS (PTY) either in cash at the premises with a receipt generated afterwards, through cheque with receipt generated after cheque clears or through direct deposit to First National Bank Botswana, Industrial Branch 281667, Account Number **62515257336**.
2. I/We undertake to notify the suppliers forthwith in writing of any change of address.
3. The purchase price made by me/us shall be payable 30days from the date of the statement subject however condition that credit terms shall at all times be the sole discretion of the supplier and may be alter or abolished at any time without prior notice to me/ us.

4. If the payment for the any particular purchase is overdue, the purchase price for all purchases made from the supplier shall immediately become due and payable and discount which may have been granted on the original purchase shall become null and void and full purchase price will become due and payable, despite the provision of the preceding paragraph.
5. I/We will be liable to pay interest to the suppliers at the maximum rate applicable in law on all overdue payments.
6. If I/We should fail to object to any item appearing on the supplier's statement of account within fourteen days of the date of dispatch of the statement the account shall be deemed to be in order and I/We shall be deemed to have received each and every item appearing on such statement.
7. Should I/We be in default in any respect whatsoever, the supplier shall be entitled in its sole discretion to institute action against me/us in any competent court.
8. A certificate issued under the hand of the Director/Manager or Accountant of the supplier shall be prime facia evidence to the amount due to me/us and such certificate shall be sufficient proof for purpose of default judgments, summary judgment and /or provisional sentence order.
9. In the event of it being necessary for the supplier to instruct Attorneys to recover any amounts owing by me/us to the suppliers at any time I/We agree to pay costs on the Attorney/Client scale and /or Attorney and own Client scale including collection commission at the rate of 10% of the full amount collected.
10. In the agreement, unless the context otherwise requires, the words importing the singular shall include the plural and vice versa.
11. I/We agree to notify the supplier in writing within seven (7) days of any change of ownership of our business or should we be a company, any share transaction where the majority of shareholding is affected.
12. Until such time as I/We have paid the purchase price in full in respect of any purchase of goods, ownership in and to all such goods shall remain vested in the supplier. The Supplier shall, in its sole discretion, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue in terms of clause 3 above, in which event I/We shall be entitled to a credit in respect of the goods so returned being the price at which the goods were sold or value thereof as determined by a sworn valuator of the supplier's choice, less handling charges, at the suppliers discretion.
13. In event of an order being given to the supplier on my/our official order form I/We shall be stopped from denying the validity of such order notwithstanding the fact that such order may have been given or signed by a person not authorized by me/us.
14. I/We hereby choose 'domicillum ciadi et' for all purposes at the address referred to on page 1 of this application for credit facility.

15. I/We do hereby interpose and bind myself/ourselves and severally as surety and co-principal debtor in solidum with the application.
16. For all sums of money or other obligation whatsoever nature which the applicant may now or from time to time hereafter owe or to be indebted to the supplier, their successors, heirs, executors or assigns, arising out of any all purchases from the supplier whether such indebtedness be incurred by the applicant solely, jointly or in partnership with any other person, firm or company.
17. The due and the faithful performance by the applicant of any obligation whatsoever nature and whether actual or contingent which may now or in the future owe to the supplier.
18. All the admissions and acknowledgement of indebtedness by the applicant shall be entitled without affecting its rights hereunder to release securities and to give time or to compound or make any other arrangement with the applicant or any other person, firm or company aforesaid without reference to the aforesaid surety. In the event of the liquidation, judicial management insolvency or compromise no dividend or payment which the supplier may receive from the borrower or any other person, firm or company or from the said surety/sureties shall prejudice the right of the supplier to recover from the said surety/sureties to the full extent of this surety ship any sum which after the receipt of such dividend or payment may remain owing by the applicant.
19. In the event of liquidation, judicial management or sequestration (whether provisional or final) of the applicant, the said surety/sureties undertakes not to file any claim against the applicant in competition with the supplier. Similarly, in the event of any composition or compromise by the applicant whether in terms of company law, the insolvency law or under common law, the said surety/sureties undertake not to file any claim against the applicant in respect of loan accounts. Salary or payment any other nature that may be due and owing by the applicant to the said surety/sureties and said surety/sureties agree to forego any claim whatsoever nature which may rank in competition with the suppliers to recover the capital sum and cost due in terms hereof.
20. The said surety/sureties renounce the benefits of the legal exceptions 'ordinis seu excussionis et divisionis,, ' cession of action', 'no value received' 'non causa debiti' and revision of accounts' with the force and effect of which the said surety/sureties acknowledge itself to be fully acquainted. This surety ship shall be in addition and without prejudice to any other surety ship and security now or hereafter to be held by the supplier and it shall remain in force as a continuing security notwithstanding any intermediate settlement of account of any fluctuation on temporary extinction of the applicant's indebtedness to the suppliers and notwithstanding the said surety/sureties death or legal disability.
21. Notwithstanding any part payment of the said surety/sureties or on its/their behalf, the said surety/sureties shall have no right of any cession of action on respect of such part payment and shall not be entitled to take any action against the suppliers or against the suppliers or against any other surety/sureties for the applicant in respect thereof arising.

22. This surety/sureties shall remain of full force and effect for so long as the applicant is indebted to or under any obligation or commitment with actual or contingent, to the supplier and the surety/sureties shall not be entitled to withdraw or cancel this surety ship unless and until all indebtedness, commitments and obligations, actual or contingent of the applicant of the supplier shall have been fully discharged and then only upon the expiry of fourteen(14) days' notice in writing given by the said surety/sureties to the supplier. The sure ship shall be binding on the said surety/sureties successors in the title or assigns.

23. It is warranted that the information furnished on page 1 to 3 is true and correct in every aspect.

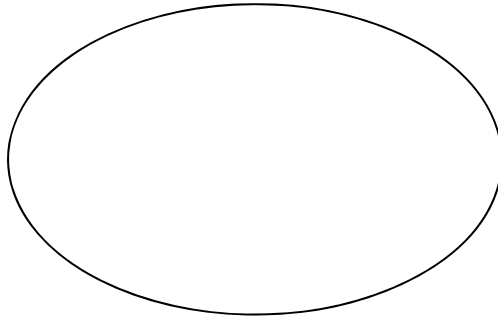
Signed for and on behalf of the applicant and in my personal capacity

(Resolution required for non-director signatory on this application)

Signature Name (Print).....

Title: Date:

Company Stamp:



PERSONAL GUARANTEE OF CREDIT ACCOUNT WITH COUNT TIME INVESTORS (PTY) LTD

(Sign Separate sheet for Each Director Guaranteeing)

I _____, residing at _____ (hereinafter Guarantor), do hereby personally guarantee the performance of the credit account: _____ with regard to the agreement made between the aforementioned company and COUNT TIME INVESTORS (PTY) LTD. (A copy of said Agreement is attached).

In the event that _____ fails to make payment to COUNT TIME INVESTORS (PTY) LTD, or fails to perform payment in a timely manner with regard to the Agreement made, the Guarantor hereby promises to make all payments to COUNT TIME INVESTORS (PTY) LTD in the same manner as if they were the principals of the said Agreement.

Furthermore, in the event of litigation and judgment the Guarantor shall ultimately bear the costs of the suit and settle the principle owed plus reasonable interest accrued without stay of execution.

GUARANTOR Signature

Date DD/MM/YYYY

WITNESS Signature

Date DD/MM/YYYY