

**TERMS OF PAYMENT: ON PRESENTATION OF STATEMENT AT MONTH END.**

I/We the above said directors/members/proprietors/partners for and on behalf of the Company/Corporation/ Vendor/Proprietor undertake to personally honour the indebtedness of the Company/Corporation/Vendor/ Proprietor and I/we hereby bind myself/ourselves as surety/ies and co-principal debtor/s for all the debts of the Company/Corporation/Vendor/Proprietor hereinafter incurred pursuant to this credit application.

**TRADE REFERENCES**

NAME.....TEL NO:.....  
NAME.....TEL NO:.....  
NAME.....TEL NO.....

I/we being the owner/s or duly authorised agent/s of the owner/s of the aforementioned business do hereby apply for credit facilities and in consideration of such facilities being granted I/we record the I/we agree to the following conditions of such credit facilities namely:

Payments shall be made in accordance with such arrangements as may from time to time be arrived at and in the event of default of any payment on due date, Healthy Pet Accessories c.c. shall have the option to call up for payment the whole account, notwithstanding that any amount may not be due.

That I/we undertake in the event of the business being sold or there being a change in the constitution of the business to notify you thereof in writing and unless I/we do so then I/we shall be and remain responsible for payment of all goods ordered in the name of the business until such time as I/we give you notice of the change as above set out. Nothing in this paragraph contained shall debar you from claiming in addition from any subsequent director/member/proprietor/partner.

In the event of your attorneys having to take any legal action against us then we agree that where applicable we shall be liable for costs on the attorney/client scale including collection commission and any other charges as your attorneys may incur in collecting payments from us. I/we hereby consent to the Jurisdiction of the Magistrates Court of Section 28 of the Magistrates Court Act should any claim arising out of the supply of goods in terms of this contract be beyond the jurisdiction of the Magistrates Court because of the amount of the claim.

Notwithstanding the foregoing, Healthy Pet Accessories c.c. shall have the right to take legal action against me/us in any court of competent jurisdiction.

I/we nominate my/our street address aforesaid as the domicilium citandi et executandi for service of all notices and service of all legal process in connection with any claim due to Healthy Pet Accessories c.c. arising out of the credit granted to me/us.

It is an express condition of this agreement that ownership in all the goods supplied by Healthy Pet Accessories c.c. to myself/ourselves shall remain vested in Healthy Pet Accessories c.c. until payment therefore has been made in full.

In the event of your engaging the services of an Attorney to collect from myself/ourselves any amount due to Healthy Pet Accessories c.c. then and in addition to any other legal charges for which I/we may become legally liable, I/we shall be liable to pay the costs of such Attorney on the Attorney and own client scale. I/we also agree that interest will be charged on such amounts at Healthy Pet Accessories c.c. bankers ruling overdraft bank rate plus 6% (six per centum) per annum.

SIGNED AT.....ON .....20\_\_\_\_

SIGNATURE/S.....

WITNESS

1.....2.....