

CREDIT APPLICATION

FI-F001

Any credit limit approved and granted in terms of this credit application will be allocated or applied to the following divisions or companies as needed at the discretion of Manica Group Namibia (Pty) Ltd. This Credit Application is therefore applicable to and valid for all divisions and companies within Manica Group Namibia (Pty) Ltd. comprising:

- Lubrication Specialists
- Lüderitz Bay Shipping & Forwarding
- Monjasa Namibia
- Ocean Liner Services
- Orca Marine Services
- Rennies Consolidated
- Rennies Transport & Materials Handling
- Walvis Bay Airport Services
- Walvis Bay Stevedoring
- Woker Freight Services

Separate Credit Application for any of the various Manica Group Namibia divisions and companies is no longer required.

Date: 21 November 2021

Principal Debtor/ Client Details

Client/Debtor Trading Name	<input style="width: 100%;" type="text"/>		
If different from above, Registered Name	<input style="width: 60%;" type="text"/>	Reg. Nr	<input style="width: 20%;" type="text"/>
Type of Business/Source of income	<input style="width: 60%;" type="text"/>	Date Business Commenced	<input style="width: 20%;" type="text"/>
Beneficial Owner/ Ultimate Parent Company	<input style="width: 100%;" type="text"/>		
Subsidiaries/Associated Companies	<input style="width: 100%;" type="text"/>		
Physical Address	<input style="width: 60%;" type="text"/>	Postal Address	<input style="width: 20%;" type="text"/>
City	<input style="width: 60%;" type="text"/>	City	<input style="width: 20%;" type="text"/>
Country	<input style="width: 60%;" type="text"/>	Zip/Postal Code	<input style="width: 20%;" type="text"/>
Billing Physical Address	<input style="width: 100%;" type="text"/>		
Postal Address	<input style="width: 60%;" type="text"/>	City	<input style="width: 20%;" type="text"/>
State / Province / Region	<input style="width: 60%;" type="text"/>	Zip/Postal Code	<input style="width: 20%;" type="text"/>
Telephone	<input style="width: 60%;" type="text"/>	Fax	<input style="width: 20%;" type="text"/>
E-mail	<input style="width: 60%;" type="text"/>	Website	<input style="width: 20%;" type="text"/>

Credit Required

Credit Required (NAD)

Payment Terms (days)

Directors / Partners/ Members

Name	ID number OR Date of Birth	Nationality	Country of Residence
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Bank Account Details

Bank Name & Branch Nr.

Account Nr.

Account Type

SWIFT /
IBAN No.

References

Company 1

Contact

Contact number:

Credit Limit

Terms

Company 2

Contact

Contact number:

Credit Limit

Terms

CONDITIONS OF CREDIT

1. The information obtained through this credit application, will be used solely for purposes of assessing and processing of the credit application and achieving compliance with anti-corruption and applicable trade laws. The information provided may be transmitted to the Company's employees or agents, external legal counsel and/or other third-party suppliers the Company uses to process personal data in order to execute necessary due diligence requirements. These third-party suppliers may be from within the country in which the individual to whom the data relates is based, or from any other country. All personal information will be used in accordance with all applicable laws and regulations with respect to the privacy and confidentiality of personal information. The Company will store this information as long as necessary in order to comply with the Company's policies, procedures and applicable law;
2. By submitting this Credit Application, I represent that I have or will secure whatever legal authority or consent may be necessary for the transfer, processing and use of all personal or business data provided in this Credit Application in accordance with applicable data protection laws and regulations.
3. I acknowledge that the information provided herein will be relied upon by the Company to determine whether or not to open an account for the Client and should any information be omitted; the Company may not be able to fully assess the credit application or provide the Client services applied for. I confirm that every item of information given is material to the aforesaid purpose and I warrant that all answers are true and correct.
4. I acknowledge that should the Client be registered as a "Close Corporation" I will duly complete and sign the attached Deed of Surety ship form and warrant that all information therein is true and correct.
5. I consent that the Company may perform credit worthiness checks (bank code, ITC enquiry, trade reference checks, etc.), and anti-corruption, trade law screenings and know-your-client due diligence screenings on the Client, its beneficial owners, persons who effectively control the client and any Surety of the Client as and when legally required or deemed necessary by the Company;
6. All transactions or agreements entered into between the Client and the Company, and or any Manica Group Namibia divisions or companies will be subject to the Standard Trading Terms and Conditions applicable to the Company or any such other Manica Group Namibia division or company on date of such transaction or agreement (unless specifically agreed otherwise in writing) a copy of which is available for inspection at the Company's website www.manica.com.na or upon request at the Company's offices; and
7. I confirm that I am duly authorised to sign this application for credit facilities on behalf of the Client.

NAME	<input type="text"/>	POSITION	<input type="text"/>
DATE	<input type="text"/>	SIGNATURE	<input type="text"/>

Please attach the following documents to your application:

- Certified copy of **Company/Close Corporation/Trust Registration documents**
- Certified copy of **ID or passport for each member / director/trustee.**
- Proof of **Operating Address.**
- Copy of **recent bank letter/bank statement** confirming bank account details.
- Ensure that you **initial every page** of the credit application.
- Certified copy of VAT registration certificate.
- If a CC, a fully completed surety form (attached).

For office use only

Related Party Yes No
 Foreign Local

Sector GRN Non-Profit
 Prv Pub
 T/a CC

Industry

Market Nam Ang Zam Bot DRC

Other *Please Specify*

Credit Granted

Debtor No

Approved By

Company/Divisional GM/MD

Manager Finance

Date

Date

Manica Group FD

Manica Group Namibia MD

Date

Date

INDIVIDUAL CONSENT FORM

(if any member/director/partner/trustee information is provided as part of this application, please complete this consent form per individual)

Manica seeks to be clear and transparent in the services we provide and in our business dealings; as a company that transacts business internationally, we may share your personal information within Manica, its subsidiaries third party service providers who provide know-your-client due diligence services and governmental authorities when legally required. Beyond legal and due diligence requirements, client data is NOT disclosed, shared, sold or revealed to any other third parties. To this end please tick the option you agree with:

This consent form is governed by the Manica Data Protection Policy, which is publicly available through our external company website: www.manica.com.na

- I consent to my personal and/or company information provided below to be processed by Manica Group for a credit worthiness (bank code, ITC enquiry, trade reference etc.), check and to perform the necessary administration to fulfill contractual, know-your-client due diligence and legal obligations.
- I consent to being included in *ad hoc* anonymous **Customer Satisfaction Surveys**, as part of Manica Group Namibia’s continuous improvement process.
- I consent to the **use of photos and basic information in marketing efforts** of successful services rendered by Manica Group Namibia, provided that no business compromising or personal detail of the services provided is revealed.
- I consent to **be a reference** of the services provided in due diligence documents, websites and other marketing and commercial processes.

Full Name	<input type="text"/>	ID No.	<input type="text"/>
Physical Address	<input style="height: 80px;" type="text"/>		
Nationality	<input type="text"/>		
Email	<input type="text"/>	Contact no.	<input type="text"/>

DEED OF SURETYSHIP

(PERSONAL SURETY)

[“the SURETY/IES”]

Guarantor Details

Full Name	<input type="text"/>	ID No.	<input type="text"/>
Physical Address	<input type="text"/>		
Email	<input type="text"/>	Contact no.	<input type="text"/>

[“the CREDITOR/S”]

IN FAVOUR OF: **Manica Group Namibia (Pty) Ltd. (encompassing the selected Business Unit)**
P.O. Box 4, Walvis Bay

[“the PRINCIPAL DEBTOR/CLIENT”]

IN GOOD STANDING FOR:	<input type="text"/>
Physical Address	<input type="text"/>

TERMS AND CONDITIONS OF SURETYSHIP

- | | | |
|--|--|--|
| <p>A. the SURETY hereby irrevocably binds the signatory(ies) thereof jointly and severally, as SURETY and collective co-principal debtor in solidum in favour of the CREDITOR for the due fulfilment by the PRINCIPAL DEBTOR of all its obligations to the CREDITOR of whatsoever nature and howsoever arising, whether already incurred or which may from time to time hereafter be incurred, as a continuing guarantee, and notwithstanding any change in or temporary extinction of such obligations;</p> <p>B. without limiting the foregoing, the SURETY binds signatory(ies) for:</p> <p>a) the payment of all monies which are due or which may become due and owing from time to time, from whatever cause and howsoever arising and whether any claim is acquired by the CREDITOR by way of cession or otherwise, and whether as damages or otherwise, by the PRINCIPAL DEBTOR to the CREDITOR in terms of or arising out of the enforcement, breach or cancellation of any agreement between the CREDITOR and the PRINCIPAL DEBTOR, or the cancellation by the PRINCIPAL DEBTOR trustee or liquidator, whether provision or final, pursuant to any power conferred by statute or order of court.</p> <p>b) the payment of all charges and expenses of whatsoever nature including, without limitation, attorney and client legal costs and collection commission incurred by the CREDITOR in securing or endeavouring to secure the fulfilment by the PRINCIPAL DEBTOR to its obligations to the CREDITOR, whether or not the SURETY has knowledge of notice of any steps taken by the CREDITOR.</p> | <p>3.1.3 come to terms, enter into such arrangements or conclude any agreement, novation or compromise with the PRINCIPAL DEBTOR/S;</p> <p>3.1.4 from time to time alter, vary and revise any or all the terms of the arrangements which it may have with the PRINCIPAL DEBTOR/S;</p> <p>3.1.5 at its discretion, release, abandon or otherwise deal with any security including any other guarantees held by it for the obligations of the PRINCIPAL DEBTOR/S;</p> <p>3.1.6 obtain any other security for the fulfilment of the obligation of the PRINCIPAL DEBTOR/S including additional suretyship, guarantees or securities, whether real or personal.</p> <p>4. In the event of the insolvency of the PRINCIPAL DEBTOR/S or the liquidation, judicial management or sequestration (whether provisional, final compulsory or voluntary) of the PRINCIPAL DEBTOR/S, or a compromise between the PRINCIPAL DEBTOR/S and the PRINCIPAL DEBTOR'S/S' creditors, whether under the company law, the insolvency law at common law or any other law:</p> <p>4.1 the CREDITOR/S may accept any dividend or other payment which may be received from any other person in respect of the claims of the CREDITOR/S against the PRINCIPAL DEBTOR/S on account and in reduction of the PRINCIPAL DEBTOR'S/S' indebtedness without prejudice to its rights against the SURETY/IES and such dividend or other payment shall be appropriated first to the payment of that part, if any, of the PRINCIPAL DEBTOR'S/S' indebtedness to the CREDITOR/S which is not covered by this suretyship;</p> <p>4.2 the CREDITOR/S may accept any other securities, guarantees or suretyships arising out of such liquidation or judicial management or sequestration without prejudice to its rights against the SURETY/IES;</p> <p>4.3 the CREDITOR/S shall be entitled to accept any offer of compromise; SURETY/IES binds himself not to lodge or prove any claims against the PRINCIPAL DEBTOR/S except with the prior consent of the CREDITOR/S;</p> <p>4.4 the CREDITOR/S shall be entitled, notwithstanding any payment received from the SURETY/IES, to prove a claim against the estate of the PRINCIPAL DEBTOR/S for the full amount of the indebtedness of the PRINCIPAL DEBTOR/S at the date of insolvency, liquidation, compromise,</p> | <p>sequestration or judicial management, as the case may be;</p> <p>4.5 the CREDITOR/S shall be entitled to recover the full amount of the PRINCIPAL DEBTOR'S/S' indebtedness from the SURETY/IES notwithstanding the fact that the CREDITOR/S is likely to be awarded a dividend from the PRINCIPAL DEBTOR/S or may receive any other payment in respect of its claims against the PRINCIPAL DEBTOR/S. If the full amount of the PRINCIPAL DEBTOR'S/S' indebtedness to the CREDITOR/S has been paid, the SURETY/IES shall be entitled to a refund of such dividend or other payment upon its receipt by the CREDITOR/S.</p> <p>4.6 All acknowledgements of indebtedness and admissions by the PRINCIPAL DEBTOR/S to the CREDITOR/S shall be binding on the SURETY/IES;</p> <p>4.7 a Certificate under the hand of the CREDITOR/S, or where the CREDITOR/S is a company, any director of the CREDITOR/S (whose appointment and authority need to be proved) as to any amount due and owing by the SURETY/IES in terms of this Deed and that such amount is due and payable, shall constitute prima facie proof of the matters therein stated for all purposes including, without limitation, summary judgement and provisional sentence proceedings.</p> <p>5. Should the CREDITOR/S cede its claim against the PRINCIPAL DEBTOR/S to any third party, the CREDITOR/S may cede its rights against the SURETY/IES under this Deed to such third party. This Deed shall then, at the opting of the CREDITOR/S, be deemed to have been given by the SURETY/IES to the Cessionary, who shall thereupon be entitled to exercise all rights in terms of this Deed as if such cessionary were the CREDITOR/S.</p> <p>6. This Deed shall apply to, cover and secure the CREDITOR'S/S' successors in title, orders and assigns and any other security held by the CREDITOR/S for the due fulfilment by the SURETY/IES of his obligations under this Deed.</p> <p>7. The SURETY/IES hereby renounces the benefits of the defences of order, excussion, division and cession of action. The SURETY/IES acknowledges that he is acquainted with the full force and effect of these exceptions.</p> <p>8. The SURETY/IES chooses as <i>domicilium citandi et executandi</i> for all purposes arising out of this Deed the SURETY'S/IES' address.</p> <p>9. The SURETY/IES shall give the CREDITOR/S two weeks' notice in writing prior to any</p> |
| <p>1. The SURETY/IES is bound by the provisions of this Deed upon signature notwithstanding failure of any other person to enter into similar undertakings.</p> <p>2. Any leniency or extension of the time granted to the PRINCIPAL DEBTOR/S by the CREDITOR/S, or any variation or alteration by the PRINCIPAL DEBTOR'S/S' obligations to the CREDITOR/S shall not be construed as a waiver of any of the CREDITOR'S/S' rights or claims against the SURETY/IES or as a novation of any obligation and shall not release the SURETY/IES from liability under this Deed.</p> <p>3. The CREDITOR/S may without reference to the SURETY/IES and without discharging, nullifying or affecting the SURETY'S/IES' liability hereunder in any way:</p> <p>3.1.1 act against the PRINCIPAL DEBTOR/S;</p> <p>3.1.2 grant time or other indulgence to the PRINCIPAL DEBTOR/S</p> | | |

change in the SURETY'S/IES' ADDRESS and shall in such notice specify its new address which address shall not be a post office box or post restante.

Such change shall be applicable upon the CREDITOR'S/S' written acknowledgement of receipt of such notice. Should the SURETY/IES fail to give valid notice, the CREDITOR/S shall be entitled forthwith to employ tracing agents to ascertain the SURETY'S/IES' new address. The charges of such tracing agents shall be paid by the SURETY/IES.

10. The SURETY/IES consents to the jurisdiction of the Magistrates Court or any other competent court of the Republic of Namibia and agrees that the laws of the Republic of Namibia apply in respect of any action from this Deed.

11. The SURETY/IES agrees to pay all costs incurred by the CREDITOR/S as a result of having to enforce this Deed including, without limitation, collection charges and legal costs on the scale as between attorney and client. The SURETY/IES undertakes to pay the costs of and incidental to the drawing and stamping of this Deed.

12. This Deed constitutes the entire undertaking by the SURETY/IES and no oral or collateral agreements, additions, variations, alterations, waivers, abandonments or cancellations shall be of any force of effect unless reduced to writing and signed by both the SURETY/IES and the CREDITOR/S. No relaxation or indulgence granted by the CREDITOR to the SURETY shall in any way prejudice the CREDITOR'S/S' rights nor be construed as a waiver thereof.

13. As collateral security for the discharge of the obligations assumed by the SURETY/IES hereunder, the SURETY/IES hereby cedes, assigns and makes over to the CREDITOR/S all its rights, title and interest and to any amounts which may now or hereafter become owing by the PRINCIPAL DEBTOR/S to the SURETY from any cause of indebtedness whatsoever, including, without limitation, any claim made by the SURETY/IES in breach of its obligations under this agreement under 4.4 above.

14. Any reference to a particular gender of the personal pronoun in this Deed shall be taken to be a reference to one of the other genders of the personal pronoun in appropriate circumstances and any reference to the singular shall include a reference to the plural unless the context clearly otherwise indicates.

By this signature the SURETY/IES acknowledge/s that this Deed is complete in all respects and that the witnesses are present.

Signed at: _____ on this day of 20

THE SURETIES:

<p>Signature: _____</p> <p>Name: <input type="text"/></p>	<p>Signature: _____</p> <p>Name: <input type="text"/></p>
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AS WITNESSES:

<p>1</p> <p>Signature: _____</p> <p>Name: <input type="text"/></p> <p>ID nr: <input type="text"/></p>	<p>2</p> <p>Signature: _____</p> <p>Name: <input type="text"/></p> <p>ID nr: <input type="text"/></p>
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FIA DECLARATION

Information required by Clearing Agents appointed in terms of the Customs and Excise Act 1998 to comply with Financial Intelligence Act, No. 13 of 2012.

- This document must be completed by a person duly appointed to sign this declaration on behalf of a Close Corporation (CC), Company or Trust if such an entity is using the services of a Clearing & Forwarding Agency.
- Please complete all fields marked **INDIVIDUAL** and **ALL**, and only the applicable fields relating to your business or entity type **COMPANY / CLOSED CORPORATION / TRUST**.

INDIVIDUAL	I, the undersigned,	<input type="text"/>
INDIVIDUAL	ID / Passport nr	<input type="text"/>
ALL	Physical address	<input type="text"/>
ALL	Contact nr	<input type="text"/>
ALL	Email Address	<input type="text"/>
ALL	Website	<input type="text"/>

DULY AUTHORISED HERETO BY THE MEMBERS / TRUSTEES OF / BY THE DIRECTORS OF:

COMPANY / CC / TRUST	Select Business Type:	<input type="radio"/> Company	<input type="radio"/> Closed Corporation	<input type="radio"/> TRUST
COMPANY / CC / TRUST	Business /Entity Name:	<input type="text"/>		
<i>(the "Close Corporation" / "The Trust" / "The Company" known as the Entity)</i>				
COMPANY / CC / TRUST	Registration Nr	<input type="text"/>		
TRUST	Acting in terms of Letters of Authority issued by	<input type="text"/>		
TRUST	AT (place)	<input type="text"/>	On (date)	<input type="text"/>

DO HEREBY DECLARE UNDER OATH:

THAT my details (names and identity/passport number/ date of birth etc) reflected are correct and true.

INDIVIDUAL	THAT my residential address is	<input type="text"/>
INDIVIDUAL	THAT my business/work address is	<input type="text"/>
INDIVIDUAL	THAT my occupation is:	<input type="text"/>
COMPANY / CC / TRUST	THAT I am the duly authorised representative of <i>the Entity</i> .	
COMPANY / CC / TRUST	THAT the registered name and number of <i>the Entity</i> are correct as reflected above.	
COMPANY / CC / TRUST	THAT the name and style under which <i>the Entity</i> carries on business is as set out above.	

COMPANY / CC / TRUST	OR – if different – THAT the name and style under which <i>the Entity</i> carries on business in Namibia is:			
COMPANY / CC / TRUST	THAT the registered address/ Head Office of <i>the Entity</i> is:			
ALL	THAT the source of income/ funds to finance this business relationship/ transaction is:			
COMPANY / CLOSED CORPORATION	That the executive manager/s, chief executive officer of <i>the Entity</i> are:			
COMPANY / CLOSED CORPORATION	The names of natural persons holding 20% or more of the voting rights at a general meeting of <i>the Entity</i> are:			
TRUST	THAT the Trustees of the Trust are:			
COMPANY / CC / TRUST	THAT the beneficial owner(s)/ beneficiaries of <i>the Entity</i> are:			
ALL	Signed at (<i>place</i>)		On (<i>date</i>)	
ALL	Signature		Full name <div data-bbox="943 1765 1476 1825" style="border: 1px solid black; height: 27px; width: 100%;"></div>	

REQUIRED SUPPORTING DOCUMENTS

INDIVIDUALS:

1. Namibian citizens - copy of Namibian identity document.
2. Foreign Nationals - copy of your passport.
3. Recent monthly statement of account / valid lease agreement to verify residential address, reflecting name and (physical) residential address.

CLOSE CORPORATION DOCUMENTS

1. Most recent CK1 (Founding Statement), CK2 (Amended Founding Statement) or Close Corporation Registration Office certificate.
2. If the business address (i.e. operating and/or head office address) is different to the registered address, a recent monthly statement of account/valid lease agreement to verify physical address, reflecting the business name and (physical) business address.
3. Identity document (for Namibian citizens and / or Namibian residents) or valid passport (for non-Namibian citizens and non-Namibian residents) to be provided for:
 - All Members
 - Agents representing the Close Corporation
 - Beneficial owner(s) of the close corporation should they be different individuals than described above.

TRUST DOCUMENTS:

1. Trust deed, or other founding document.
2. Letters of Authority issued by the Master of the Court where the Trust was registered (or equivalent document, for international trusts).
3. A recent monthly statement of account/valid lease agreement to verify physical address, reflecting at least the Trust's name (i.e. operating name) and (physical) business address.
4. If the business name (i.e. operating name) and / or business address (i.e. operating address) is/are different to the registered name and / or registered address, a recent monthly statement of account/valid lease agreement to verify physical address, reflecting at least the business name (i.e. operating name) and (physical) business address.
5. Identity document (for Namibian citizens and / or Namibian residents) or valid passport (for non-Namibian citizens and non-Namibian residents) needs to be provided for the following individuals:
 - Founder(s);
 - Trustees;
 - Beneficiaries;
 - Agent (e.g. a person authorised to enter into and / or maintain a business relationship/transact on behalf of the company in terms of a directors' resolution, power of attorney, etc.).

- Beneficial owner(s) of the trust should they be different individuals than described above.

COMPANY DOCUMENTS:

1. Official documentation with the registered name and registration number of the company, and proof of any name changes since incorporation (if applicable).
2. Official documentation with the registered address of the company.
3. If the business name (i.e. operating name) and / or business address (i.e. operating address) is/are different to the registered name and / or registered address, an approved document to verify physical address, with the business name and (physical) business address.
4. If the head office address is different to the registered address and / or business address, an approved document to verify physical address, with the business name (i.e. operating name) and (physical) head office address.
5. A letter from the company's accountant / auditor / company secretary listing all shareholders who hold 20%, or more, of the voting rights at an Annual General Meeting of the company.
6. Identity document (for Namibian citizens and / or Namibian residents) or valid passport (for non-Namibian citizens and non-Namibian residents) needs to be provided for the following individuals:
 - The "manager" of the company (e.g. MD / CEO).
 - All shareholders that hold 20%, or more, of the voting rights at an Annual General Meeting of the company.
 - Agent (e.g. a person authorised to open, maintain a business relationship or transact on behalf of the company).
 - Other Beneficial owner(s) of the company.
7. Documents for Non-Individuals connected to companies (for instance Shareholders of 20% or more of the Voting Rights):
 - Official documentation with the registered name and registration number of the company, and proof of registration of any name changes since incorporation (if applicable).
 - Official documentation with the registered address of the company.
 - If the business name (i.e. operating name) and / or business address (i.e. operating address) is/are different to the registered name and / or registered address, an approved document to verify physical address, reflecting at least the business name (i.e. operating name) and (physical) business address.
 - If the head office address is different to the registered address and / or business address (i.e. operating address), an approved document to verify physical address, reflecting at least the business name (i.e. operating name) and (physical) head office address.
 - A letter from the company's accountant / auditor / company secretary listing all shareholders who hold 20%, or more, of the voting rights at an Annual General Meeting of the company.

