



APEX STEEL LTD

CREDIT APPLICATION FORM

RELATIONSHIP/SALES REPRESENTATIVE: _____

CREDIT REQUIRED FOR:

- Apex Steel Ltd (Nairobi)
- Apex Steel Ltd - Mini Hardware Division – Cement & Mabati
- Apex Steel Ltd - Niku Hardware Division
- Apex Steel Ltd - Mombasa Division
- Apex Steel Ltd - Rolling Mill Division
- Apex Steel Ltd - Tube Mill Division

To: Credit Applicant,

Thank you for your interest in Apex Steel Ltd.

In order to expedite the credit application process, please complete the attached application in its entirety. Please also attach copies of all relevant certificates and registration documents.

List for companies with whom you have established a line of credit. Provide the company name, phone and fax number, and contact person for each reference.

Return the completed application form to the attention of your sales representative and/or copy sales@apex-steel.com; collections@apex-steel.com

All information provided is kept confidential.

Please contact your salesperson if you have any questions.

Please visit our website: www.apex-steel.com



APEX STEEL LTD

CREDIT APPLICATION FORM

| BUSINESS INFORMATION | | |
|--|---------------------------|----------------------------|
| Company Name : | | |
| Trading Name : (If different from above) | | |
| Affiliated Companies: | | |
| Registration Date & Number | PIN Number: (attach Copy) | VAT Number : (attach copy) |
| Principle Business Activity: | | |
| Company Type : <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company | | |
| <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership | | |

| ADDRESS | | | |
|--|----------|---------|-----------|
| Tel : | Mobile : | Email : | Fax: |
| Postal Address | | | |
| City : | | | Zip Code: |
| Physical Address : (Plot /Street /Area) | | | |
| Business Premises <input type="checkbox"/> Owned <input type="checkbox"/> Rented | | | |

| INVOICING INFORMATION | | |
|------------------------------|----------------------|------|
| Authorized Purchase Contact: | Email | Tel: |
| Designation : | Specimen Signature : | |
| Accounts Payable Contact : | Email | Tel: |
| Designation : | Specimen Signature : | |

| MAIN BANKERS DETAILS | | |
|----------------------|--------|------------|
| BANKERS NAME | BRANCH | ACCOUNT NO |
| | | |
| | | |
| | | |
| | | |
| | | |



APEX STEEL LTD

| TRADE REFERENCES (NOT STEEL INDUSTRY RELATED) | |
|--|------------------------|
| Company Name : | Company Name : |
| Contact : | Contact : |
| Current terms getting: | Current terms getting: |
| Company Name: | Company Name: |
| Contact Person : | Contact Person : |
| Current terms getting: | Current terms getting: |
| Company Name | Company Name |
| Contact Person : | Contact Person : |
| Current terms getting: | Current terms getting: |

| DIRECTORS/PARTNERS DETAILS (MANDATORY) | | | |
|--|------------------------------|------------|---------------|
| SN: | DIRECTORS/PARTNERS FULL NAME | MOBILE NO. | EMAIL ADDRESS |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| CONTACT PERSONS: (MANDATORY) | | | | |
|------------------------------|------|-------------|-----------|---------------|
| DEPT | NAME | DESIGNATION | MOBILE NO | EMAIL ADDRESS |
| CEO | | | | |
| MD | | | | |
| PURCHASE | | | | |
| FINANCE | | | | |
| OTHER | | | | |



APEX STEEL LTD

CREDIT TERMS AND CONDITIONS

I/we wish to apply for credit facilities with _____ (hereinafter called 'Apex') and agree to the following conditions:-

1. The information contained herein is true and correct for the purposes of obtaining credit from Apex Steel Ltd.
2. That the company may apply to my/our bankers or the trade for reference and that this application is therefore signed by our authorised bank signatories . Any cost incurred in obtaining such information shall be borne by myself/ourselves.
3. That all accounts are due for payment _____ days after issue of invoices/statement unless otherwise agreed in writing.
4. That I/we agree to pay charges on overdue balances at rate of 3 % per month should accounts not be settled within ----- days from the date of the invoices.
5. Bank charges for bounced cheques is Sh5,000.
6. That I/We agree to pay all and any legal charges that may result from the company having to take legal action to recover any debt due to the company, including charges accruing due to late payment
7. That I/We agree to sign Bills of Exchange/Promissory notes whenever requested.
8. In the event of any account being handed over to advocates, after settlement, all subsequent transactions shall be for cash or guaranteed Bankers cheque at the discretion of the management.
9. I/we abide by your credit terms which are as follow :-
 - a. Requests for Credit Note to be made in WRITING ONLY (Quoting your PIN and VAT numbers in the letter
 - b. Request for Credit Note due to price difference to be sent to us within 21 days from the date of the invoice.
 - c. Prior approval should be sought before returning the supplied goods. The goods should be returned within 2 dys from the date of delivery.
 - d. Should a personal cheque be presented to settle the Account and be dishonoured the company will still be liable and so is the drawer.
10. That should I/we fail to observe the terms granted by the company, our credit facilities will immediately be withdrawn and only reinstated at the company's sole discretion.
11. That all goods shall remain the property of the company until fully paid for
12. I/we agree to advise you on any change (s) disclosed on the attached form in writing within 21 days of the changes
13. Any change in directorship and physical location must be notified to Apex Steel Ltd.

Authorised Signature : _____ Title : _____

Name : _____ Designation : _____

Authorised Signature : _____ Title : _____

Name : _____ Designation : _____

Company Seal and Rubber stamp :

** Signatures of atleast 2 Directors required



APEX STEEL LTD

Required Documents Check List (MANDATORY)

- Certificate of incorporation
- Copy of latest CR12 Form or latest filed annual returns with filing receipt
- Memorandum and Articles of Association
- Copies of PIN and VAT certificates
- Tax compliance certificate
- Business Permit/City Council Permit
- Copies of ID/Passport of all directors
- Reference letters



APEX STEEL LTD

CUSTOMER DECLARATION

1. In connection with this application and/or maintaining a credit facility with Apex, I authorize Apex to carry out credit checks with or obtain my credit information from my/our bankers or a credit reference bureau and that this application is therefore signed by our authorised bank signatories. Any cost incurred in obtaining such information shall be borne by myself/ourselves. In the event of the account going into default, I consent to my name, transaction and default details being forwarded to a credit reference bureau for listing. I acknowledge that this information may be used by banking institutions and other credit grantors in assessing applications for credit by me, associated companies, and supplementary account holders and for occasional debt tracing and fraud prevention purposes.

2. Disclosure of information:
 - i. You agree that Apex may disclose details relating to your credit facility to any third party including credit reference bureaus, if in Apex's opinion such disclosure is necessary for the purposes of evaluating your creditworthiness or any transaction with or credit application made to Apex or such third party, maintaining your Account with Apex or for any other lawful purpose.

 - ii. You agree that the Lender may disclose details relating to your credit facility including details of your default in servicing financial obligations on your credit account to any third party including credit reference bureaus for the purpose of evaluating your credit worthiness or for any other lawful purpose.

Signature: _____

Date: _____

Name: _____

Company Name: _____

Stamp: _____

APEX STEEL LTD

PERSONAL GUARANTEE FORM

(MUST BE COMPLETED BY EITHER THE DIRECTORS OF THE CUSTOMER OR THE CUSTOMER'S SISTER/AFFILIATE COMPANY)

In consideration of Apex Group of Companies P.O. BOX 18441-00500, Nairobi registered in Kenya (hereinafter referred to as the "Supplier") agreeing to supply goods on credit to:

(name, address & registration no. of the customer company) (hereinafter referred to as the "Customer")

I/We

1. _____
(name/(s)&address)

2. _____ of
Guarantors

As _____ of _____ (herinafter referred to as the "Guarantor")

Hereby jointly and severally agree and declare as under:

- ❖ THAT the Guarantor hereby guarantees the due performance by the "Customer" of the Suppliers' trading terms and conditions and payment of all debts within the agreed credit period, arising out of purchase made by the Customer from the Supplier.
- ❖ THAT in case the Customer defaults in asking the payment to the Supplier, the Guarantor hereby personally guarantees to the Supplier unconditionally, for payment of all sum(s) of money owed, whether due or not, whether debt is existing now or is incurred any time hereinafter, by the Customer to the Supplier.
- ❖ The Guarantor binds himself unconditionally to pay immediately on demand, all such sums along with applicable interest/other costs to the Supplier.
- ❖ THAT this shall be a continuing and irrevocable guarantee to "Supplier" for all debts/liability whatsoever, howsoever and whenever contracted by the "Customer" with the "Supplier" in respect of goods supplied to the customer from time to time.
- ❖ THAT this Guarantee will remain in force notwithstanding my/our death/legal disability or any immediate settlement of debts by customer to the Supplier.
- ❖ THAT "Supplier" shall be at liberty without notice to me/us at any time and without any way discharging me/us from liability hereunder to grant time or other indulgence to the said customer and to accept payment from the customer in cash or by other means of negotiable instruments and treat me/us in all respects as though I/We were jointly liable with the customer to the "Supplier" instead of being merely surety for it.
- ❖ THAT the Guarantor undertakes to indemnify the Supplier towards all costs, interests, late fee, losses, commission, collection costs, attorney fees, court fees, stamps, legal charges, etc.

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Incurred by the Supplier at any time, either during or up to all recovery of the debt from the customer and or Guarantor, as a consequence of any failure by the customer to pay all money owed and/or due to the Supplier and/or failure by the customer to abide by the agreed terms of trade with the Supplier.

- ❖ THAT this Guarantee and indemnity shall continue irrespective of any time extension that may be granted by the Supplier to the customer at any time.
- ❖ THAT this Guarantee is governed by and shall be construed in accordance with the laws of Kenya.
- ❖ THAT the Guarantor submits irrevocably to the non-exclusive jurisdiction of the courts of Kenya but this guarantee may be enforced in any Court of competent jurisdiction.

I/WE further solemnly declare & affirm as under:

- ❖ THAT I/We am/are not declared bankrupt by any Court of law at any time in the past.
- ❖ THAT I/We have not given any guarantee/(s) whatsoever and also undertake not to give any further guarantee, which shall/is likely to result financial obligation more than the value of net assets held by me/us.
- ❖ THAT no legal proceedings in any matter involving me/us or my/our assets are pending before any Court.
- ❖ That I/We am/are aware that assets owned by me/us (such as cash, house, car, or any other property or belongings) may end up being taken to satisfy the Guarantor's liability under this guarantee.
- ❖ That I/We have full authority to execute this guarantee deed in all respects.

Authorised Signature : _____ Title : _____

Name : _____ Designation : _____

Company Stamp:

Authorised Signature : _____ Title : _____

Name : _____ Designation : _____

Company Stamp:

APEX STEEL LTD

| CREDIT LIMIT AND TERMS OF PAYMENT | | | | | | |
|-----------------------------------|-----|-----|-----|------|-----|------|
| CREDIT LIMIT REQUESTED | RMD | TMD | NRB | MINI | MSA | NIKU |
| | | | | | | |

| | | | | | | |
|---|-----|-----|-----|------|-----|------|
| CREDIT LIMIT APPROVED (To be completed by Apex Group) | RMD | TMD | NRB | MINI | MSA | NIKU |
| | | | | | | |

| | | | | | | |
|----------------------------|-----|-----|-----|------|-----|------|
| TERMS OF PAYMENT REQUESTED | RMD | TMD | NRB | MINI | MSA | NIKU |
| | | | | | | |

| | | | | | | |
|--|-----|-----|-----|------|-----|------|
| TERMS OF PAYMENT APPROVED (DAYS) (To be completed by Apex Group) | RMD | TMD | NRB | MINI | MSA | NIKU |
| | | | | | | |

Authorised Signature : _____ **Authorised Signature :** _____

APEX STEEL LTD

FOR OFFICIAL USE ONLY

Questionnaire to be completed by Sales Representative

| |
|--|
| 1. State briefly the customer's main business activities : |
| 2. What type and approximate value of our supplier's products does this customer presently buy? Type |
| Volume per monthValue |
| 3. State the names of our supplier's with whom this customer has credit accounts (s): |
| 4. From your observation and inquiries of and on this customer's business, give any information that may be of assistance in the process of considering for approval of this application and opening of credit account: |
| 5. Sales Representative's name and signature : |
| 6. Sales Manager appraisal and recommendations :- |
| 7. Search and vetting reports: I. Trade Ref : II. Person spoken to III. Feedback received..... |
| 8. Bank reference Other Reference |
| Date Received : Comments |
| 9. Credit Control Manager's recommendations/comments : |
| 10. Director's Comments: |
| APPROVAL |
| 11. Sales person name: |
| 12. Location: |
| 13. Category of Business |
| <input type="checkbox"/> Construction <input type="checkbox"/> Corporate <input type="checkbox"/> End user <input type="checkbox"/> Engineering <input type="checkbox"/> Exports <input type="checkbox"/> Federal <input type="checkbox"/> Hardware <input type="checkbox"/> Intercompany <input type="checkbox"/> Manufacture <input type="checkbox"/> Plumber <input type="checkbox"/> Public Sector <input type="checkbox"/> Retail <input type="checkbox"/> Trader <input type="checkbox"/> Transporter <input type="checkbox"/> Not allocated |

Application scanned

Application uploaded in the system

Application checked for trade references Name: _____ Signature: _____

Application checked by collection team Name: _____ Signature: _____

Application checked for CRB Name: _____ Signature: _____