

**CREDIT APPLICATION****DETAILS OF ENTERPRISE**

type of enterprise (mark x where applicable)

company		close corporation		sole trader		partnership		trust	
---------	--	-------------------	--	-------------	--	-------------	--	-------	--

Registered Name of Enterprise: _____
(hereafter referred to as "Applicant" or the "Debtor")

Registration number: _____

Date Applicant started business: _____
(attach copy of registration form, if applicable)Trading Name in full: _____
(if different from registered name)VAT Reg nr: _____
(attach copy of registration form)Registered Address: _____

_____Postal Address: _____

_____Actual Address: _____

Telephone number(s): _____

Fax number(s): _____

Website address: www. _____

Premises owned / rented: owner _____ rented _____
(mark x where applicable)**If Rented Property:**

Name of Lessor: _____

Address of Lessor: _____

Expiry date of Lease: _____

DETAILS OF DIRECTOR(S) / MEMBER(S) / PARTNER(S) / TRUSTEE(S) / OWNER(S)

<u>Name</u>	<u>E-mail address</u>	<u>Cellphone number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AUDITOR OF ENTERPRISE

Name: _____

Telephone number: _____ fax number: _____

Contact person: _____

BANK DETAILS

Name of account holder: _____

Bank: _____ Branch: _____

Account number: _____ Branch code: _____

TRADE REFERENCES

	<u>NAME</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE NUMBER</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

CREDIT FACILITY DETAILS

Contact details of person responsible for payment of accounts:

capacity of person: _____ name: _____

telephone: _____ fax: _____

e-mail: _____ cell: _____

Credit facility required: (enter maximum amount required) _____

Will official orders be issued: yes _____ no _____
(mark x where applicable)

Invoices / Statements issued via:
(Please supply relevant address / number)

e-mail: _____ fax: _____ post: box _____ street _____

Contact details of person(s) responsible for orders:

(Please enter the names of all persons authorized to place orders on the various farms / premises / departments included in this business. These details will also be used to inform buyers of price increases and changes in industry.)

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

name: _____

department: _____

cell: _____

fax: _____

e-mail: _____

telephone: _____

CONDITIONS OF SALE

1. All orders and delivery dates are subject to written confirmation by the Creditor.
2. Goods will only be delivered with an official order from the Applicant.
3. The Applicant agrees that the signature of any employee of the Applicant on the Creditor's official delivery note/invoice/waybill or on the delivery note of any authorized independent carrier will constitute delivery of the goods purchased.
4. Delivery dates are approximate and therefore the Creditor shall not be bound by any date(s) agreed upon in the contract for delivery but shall make all reasonable endeavor to deliver the goods by such date(s). We shall have no liability whatsoever for late delivery or non-delivery of any goods due to force majeure or any other circumstances whatsoever beyond our control, and expect where the Buyer has specifically stated a date in their order before which delivery is required, which order has been specifically accepted by us subject to timely delivery, we accept no responsibility whatsoever for loss or damage caused by late delivery or non-delivery, however caused or arising.
5. If at the end of the contractual period, complete delivery has not been taken, the balance remaining undelivered, shall be invoiced and storage costs charged to Applicant's account. Nothing however herein contained shall prejudice the Creditor's right to insist on delivery being accepted in terms of the order and in any event not later than the end of the contractual period.
6. Complaints or claims must be lodged in writing by certified post with the Creditor within 14 days from receipt of the goods. Should the Applicant fail to give instructions for the delivery of the goods, the right of claim terminates at any rate thirty (30) days after the date of invoice. The return of goods will not be accepted unless the Creditor or its representatives shall first have an opportunity of examining such goods. In the event that merchandise is rejected by the customer for good and just cause the Creditor may, as its sole discretion, deliver substitute merchandise within 60 days from date of written notice as aforementioned.
7. Claims shall not be greater in amount than the purchase price of the goods in respect of which such claims are made and the Creditor shall under no circumstances whatsoever be liable for any consequential damages.
8. The quoted price is based on all the Creditor's costs ruling or applying at the date of quotation of obtaining materials for and manufacturing the goods, including (but not limited to):
 - 8.1. The costs of labour and materials including packaging
 - 8.2. Value added tax, customs and excise duties and any other fiscal levies or charges
 - 8.3. Shipping freight, import charges, and other transport charges, including insurance
 - 8.4. Foreign exchange If the aggregate costs actually incurred by the Creditor in the manufacture of the goods exceed the aggregate costs on which the quoted price is based, then the quoted price shall be increased by the excess.
9. The Creditor makes no representation and gives no warranties to the Applicant in respect of the goods, that the goods are fit for purpose as intended by the Applicant or that it will perform the functions or services required by the Applicant.

GENERAL TERMS AND CONDITIONS

1. Payment is due according to the payment terms contained in the Creditor's confirmation of credit letter, which the Applicant shall receive on approval of any credit facility by the Creditor.
2. The Creditor reserves the right to withdraw any credit facilities at any time without prior notice. The nature and extent of such facilities shall at all times be in the Creditor's sole discretion and the Creditor reserves the right to increase or reduce to the extent of the facilities in its sole discretion. The credit limit shall not be deemed to limit the Applicant's indebtedness to the Creditor.
3. The Applicant shall not be entitled to apply set off or make any deduction in respect of any payment due by the Applicant to the Creditor for goods delivered or services rendered and the Applicant will not be entitled to stay any action instituted by the Creditor pending the adjudication of any counter claim of the Applicant.
4. The Creditor may appropriate any payment made by the Applicant to such invoice/account of the Applicant and sequence as it may in its sole and absolute discretion decide, including an appropriation to interest first and thereafter to capital.
5. Should any amount not be paid by the Applicant on due date, then the whole amount outstanding shall immediately become due and payable irrespective of the date when the debt has been incurred and the Applicant shall be liable to pay interest in respect of amounts unpaid from the due date at a compounded rate of 5% above the prime overdraft lending rate of the Creditor's bankers until date of payment, calculated and payable monthly in arrears. Should the said interest not be paid in full as aforesaid, same shall be added to the principal sum, and the total amount shall form the principal debt which shall then bear interest in the manner as aforementioned.
6. The Creditor shall have the right to suspend deliveries until all amounts due and payable by the Applicant are paid in full.
7. In all cases where the Applicant uses a postal, banking or other financial institution, electronic or similar method or service to effect payment of any amount due to the Creditor, the supplier of such method or service shall be deemed to be the agent of the Applicant.
8. Notwithstanding that all risk in and to all goods delivered by the Creditor to the Applicant shall pass on delivery, ownership in all goods so delivered shall remain vested in the Creditor until the full purchase price has been paid to the Creditor. In the event of a breach of the terms and conditions set out in this agreement by the Applicant, or if the Applicant is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 (seven) days of the date of judgment or changes the structure of its ownership, the Creditor shall be entitled to take possession of all such goods, without prejudice to any further rights vested in the Creditor. The Creditor may inform the landlord of any premises at which the goods are kept that such goods are the sole and absolute property of the Creditor until such time as the full purchase price has been paid to the Creditor by the Applicant.
9. The Creditor shall at its option and in its sole discretion and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such Magistrate Court which has jurisdiction in terms Section 28 of the Magistrate's Court Act, and the Applicant hereby consents to the jurisdiction of the Magistrate's Court.
10. The Applicant shall pay all legal costs, including attorney and own client costs, tracing agent's fees and collection charges, including the fees and legal costs to vest any security, which the Creditor may incur in taking any steps pursuant to the enforcement of any rights of the Creditor.

11. A certificate issued and signed by any Director or Manager of the Creditor, (whose authority need not be proved), in respect of any indebtedness of the Applicant to the Creditor or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that goods were sold and/or services rendered, shall be *prima facie* evidence of the Applicant's indebtedness to the Creditor and *prima facie* evidence of such other fact and *prima facie* evidence of the delivery of the goods and/or rendering of the services.
12. The Applicant's physical address as given on the **first page** of this document, shall be recognised as the Applicant's *domicilium citandi et executandi domicilium* for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature. The Applicant undertakes to notify the Creditor within a period of 7 (seven) days of any change of address or any change in the information as set out in this agreement.
13. Subject to the provisions of paragraph 3 above, unless the Applicant objects to the correctness of any entry on any statement, delivery note or invoice within 30 (thirty) days of the date of such statement, delivery note or invoice, it will be deemed that the Applicant accepts that the entries are correct and he does not dispute same. It will not be necessary for THE CREDITOR to prove that the documents referred to in above were received by the Applicant.
14. Acceptance of a negotiable instrument and/or bills of exchange by THE CREDITOR shall not be deemed to be a waiver of the Creditor's rights. In relation to cheques/bills of exchange furnished by the Applicant to the Creditor, the Applicant hereby waives his rights to insist on notice of dishonour or protest given to it in the event that the cheque/bill of exchange is dishonoured.
15. The Applicant understands and accepts that the personal information given in this credit application form is to be used by the Creditor for the purposes of assessing his credit worthiness. The Creditor has the Applicant's consent at all times to contact and request information from any person, credit bureau or business, including those mentioned in this credit application form, and to obtain any information relevant to the assessment of the Applicant's credit worthiness, including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time the Applicant dealt with each supplier, type of goods or services purchased and manner and time of payment.
16. The Applicant agrees and understands that information given in confidence to the Creditor by a third party on the Applicant will not be disclosed to the Applicant.
17. The Applicant hereby consents to and authorises the Creditor at all times to furnish credit information concerning the Applicant's dealings with the Creditor to a credit bureau and to any third party seeking a trade reference of the Applicant in his dealings with the Creditor.
18. Should the Applicant:
 - 18.1. fail to comply with any term or condition of this agreement; and/or
 - 18.2. be sequestered, liquidated or placed under judicial management; and/or
 - 18.3. enter into a settlement or compromise with creditors; and/or
 - 18.4. allow the granting of a judgment and should the Applicant fail to comply with such judgment within 7 (seven) days; and/or
 - 18.5. commit or allow any act that may endanger or prejudice the rights of the Creditor, the Creditor will immediately be entitled to claim payment of the total amount outstanding, interest and costs payable by the Applicant in terms of this agreement.
19. This agreement read together with the confirmation of credit letter referred to in paragraph 1 above, represents the entire agreement between the Creditor and the Applicant in relation to this credit facility and shall govern all future contractual relationships between the Creditor and the Applicant and shall also be applicable to all debts which the Applicant may owe to the Creditor prior to the Applicant's signature hereto.
20. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral, shall be of any force and effect unless reduced to writing and signed by a director of the Creditor.
21. No warranties, representations or guarantees of whatever nature have been made by the Creditor or on its behalf which may have induced the Applicant to sign this document.
22. No relaxation or indulgence which the Creditor may give at any time in regard to the carrying out of the Applicant's obligations in terms of this agreement shall prejudice or be deemed to be a waiver of any of the Creditor's rights in terms of this agreement or will serve as estoppel against the Creditor.
23. The Applicant shall not cede its rights nor assign its obligations in terms of this agreement.
24. The Creditor shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this Application for Credit Facilities to any third party without prior notice to the Applicant.
25. Each of the terms herein shall be separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall not affect the validity of the other terms of this agreement.

I/We acknowledge and agree that by applying my/our signatures to this Credit Application and upon approval by the Creditor, a credit agreement is concluded between the Applicant and the Creditor, subject to the terms and conditions stipulated above.

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

CAPACITY: _____

CAPACITY: _____

DATE: _____

DATE: _____

PLACE: _____

PLACE: _____

WITNESS: _____

WITNESS: _____