

**CREDIT APPLICATION FORM FOR CREDIT WITH
PERMIDAS EIENDOMME 6 cc t/a BASIC FOODS
REGISTRATION NO: 1999/004244/23("The Creditor")**

EMAIL BACK TO steven@basicfoods.co.za

Registered Name of Business (“the Applicant”)		CIPC/Trust registration ID
Trading as name		
Registration No		CIPC/Trust registration
Legal format of business		CC/CO/Trust/person
Type of Business		
Street Address (<i>domicillium citandi et executandi</i>)		FICA Proof required
Postal Address		
Telephone		
Email address (to receive all notices and accounts)		
VAT Registration No		
Directors/Members/Trustees:		
1.	ID no	ID
2.	ID no	ID
3.	ID no	ID
4.	ID no	ID
Buyer’s name		ID
Buyer’s contact no		
Banking Details: Bank name		Recent bank statement
Account No		
Branch		

Business Premises: owned?	Name of Owner	Title Deed/Deed Search
Business Premises: rented?	Landlord name: Landlord Telno:	Lease Agreement
	Landlord Telno:	
Accountants/Auditors:name		
Telephone no:		
Contact person		
TRADE REFERENCES:		
1.	Telno Business type	Phoned?
2	Telno Business type	Phoned?
3	Telno Business type	Phoned?
Credit requested	R	ITC Search
Credit Granted	R	Sign:
PERSON SIGNING THE APPLICATION		
Name		
ID		
Position		
Authority		resolution
Married ICOP		Spouse consent
Does the Business and surety have any judgements against it?		ITC Search to confirm
Is the Business deregistered/in business/liquidated?		ITC Search to confirm
Is the surety sequestrated?		ITC Search to confirm

Who are the auditors of the Business?	Name: Contact Person: Contact No:	
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I/We

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the authorised representative/s of the Applicant herein herewith consent(s) to :-

1. The creditor or its representatives conducting an ITC/Credit record search on the applicant and the surety, if applicable;
2. Any confidential information disclosed herein by the applicant, may be used and processed by the creditor and such use may include placing such information in the public domain;
3. the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with the creditor's POPI manual.
4. The Terms and Conditions attached hereto

I/We further confirm that I/we have been duly authorised by the Applicant to enter into this agreement with the creditor and acknowledge that an enforceable agreement will come into place upon my signature hereof on behalf of the Applicant.

Signed at on the day of 20.....

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Applicant

.....

Applicant

.....

Full Names

.....

Full Names

.....

Capacity

.....

Capacity

COMPANY STAMP

Terms and Conditions

1. All agreements made and entered into by PERMIDAS EIENDOMME 6 cc t/a BASIC FOODS, REGISTRATION NO: 99/004244/23("The Creditor") and the Applicant of the Creditor's goods and/or services ("the Applicant") shall be on the terms and conditions set out herein.
2. All amounts owing to the Creditor together with the applicable value-added tax (VAT) shall be paid within 30(thirty) days of delivery of the products purchased. A separate invoice shall be rendered for each delivery.
3. Interest shall be charged on any overdue amounts at 20% (twenty percent) per year from due date until date of final payment.
4. Ownership in the goods sold shall remain vested in the Creditor until all amounts due have been fully paid.
5. The Applicant shall keep all goods in respect of which the purchase price (and interest, if any) has not been discharged in full, free from attachment, hypothec or other legal charge or process and shall notify the landlord of its premises from time to time in writing that the goods are the property of the Creditor.
6. **BREACH**
 - 6.1. In the event that the Applicant is in breach of any of its obligations in terms of the agreement, and remains in such breach for a period of 7 (seven) days after the Creditor has demanded that it rectifies such breach, then:-
 - 6.1.1. The Creditor shall be entitled to immediately cancel this agreement and claim the full amount due and owing by the Applicant as well as damages, if any; or
 - 6.1.2. Claim specific performance of this agreement together with damages from the Applicant
 - 6.1.3. No remedy conferred by any of the provisions of this agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise, and each and every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise.

- 6.1.4. The election the creditor to pursue one or more such remedy shall not constitute a waiver by the creditor of the right to pursue any other available remedy.
- 6.2. The Magistrates court shall have jurisdiction in any action instituted against the Applicant, notwithstanding that the amount of the claim would otherwise exceed the jurisdiction of that court.
- 6.3. The creditor shall be entitled to costs on an attorney and own client scale, in the event that it has to enforce any of its rights in terms of this agreement against the applicant.
- 6.4. A certificate under the signature of the creditor (*the appointment or qualification or authority of such person signing on behalf of the creditor need not be proved*) as to the amount due and/or owing by the debtors and/or me to the creditor, at any time subsequent to the date this agreement is signed, and the due date for payment of such amount, and/or the extent of my obligations hereunder, and/or the computation of the amount due and/or owing by the Applicant, shall be –
- 6.4.1. binding on the Applicant and prima facie proof of the amount of its indebtedness hereunder; and
- 6.4.2. valid and enforceable as a liquid document against the Applicant for the purpose of obtaining provisional sentence or summary or default Judgment against it.
- 6.5. The creditor shall be entitled not to deliver any products to the Applicant in the event that the Applicant has failed to make any payment due in terms hereof.

7. **RISK AND DELIVERY**

- 7.1. Delivery of the goods to the Applicant shall take place at the premises of the Creditor, or the Applicant, depending on the order placed, on the date upon which the Applicant should have taken delivery or upon the date of collection, whichever date is the earlier.
- 7.2. The risk of loss of or damage to the goods shall pass to the Applicant on delivery.
- 7.3. The Applicant shall take delivery of the goods with reasonable despatch. If the Applicant delays delivery, reasonable storage costs relating to the goods shall be charged to the Applicant as from the specified delivery date and the goods shall be stored at the Applicant's sole risk.

- 7.4. The date of delivery is given in good faith and all reasonable efforts shall be made to comply therewith.
- 7.5. The Creditor shall not be liable for any loss, damage or delay due to the failure of the Creditor for any reason whatsoever to deliver the goods on the date of delivery.
- 7.6. The Creditor may deliver the goods in instalments and no failure of or delay in delivery of any instalment or any defect in the contents thereof shall entitle the Applicant to treat the contract as repudiated with regard to any remaining instalments.
- 7.7. The Creditor shall be entitled to suspend or reduce the fulfilment of any contract for the supply of goods at any time if any contingency beyond the Creditor's control arises, such as non or reduced availability of raw materials, strikes, lock-outs, fire or any act or event which interferes with or prevents the manufacture, production or delivery of the goods.
- 7.8. The Creditor shall be entitled to provide alternative products at the prevailing prices to those ordered by the Applicant should those products have been superseded, replaced or otherwise have become unavailable.
- 7.9. If the goods are delivered in more than one batch then the agreement shall be divisible and each batch shall be the subject of a separate contract.

8. **DEFECTIVE GOODS**

- 8.1. The Applicant acknowledges that it does not rely on any representations made by the Creditor in regards to its products, the quality thereof, leading up to this agreement, other those as contained herein.
- 8.2. It is the responsibility of the Applicant to ensure that the goods ordered from the Creditor are suitable for the purpose purchased.
- 8.3. The Creditor gives no warranty, express or implied with regards to the suitability of products for any purpose whatsoever and save as set out herein below, all goods are sold voetstoots with no warranty regarding latent defects.
- 8.4. The Creditor shall be liable only for fresh products that has gone bad prior to delivery, provided that :
 - 8.4.1. it is established that the goods were correctly treated (which includes refrigeration) and properly cared for and used by the Applicant; and

- 8.4.2. the Creditor receives written notice of the defects within 7 (seven) days of the delivery.
- 8.4.3. the Creditor is given the opportunity to inspect the defective goods.
- 8.5. The Creditor's liability shall be limited at its option to :
 - 8.5.1. replacing such goods to the Applicant; or
 - 8.5.2. passing a credit for the purchase price of the goods, provided that the goods are returned to the creditor within a period of 21 calendar days from date of dispatch and provided the Creditor shall under no circumstances whatsoever be responsible for any consequential or other damages whatsoever nor for the cost of removal of defective goods or replacement thereof in their stead.
- 8.6. Save as set out herein, all conditions, terms, warranties or representations (express or implied, statutory or common law) as to quality, fitness, performance or otherwise in relation to the goods are excluded.
- 8.7. Save as expressly provided for in these terms and conditions, the Creditor shall not be liable for any loss, damage or delay whatsoever and howsoever the same may arise or be caused, including, without restricting the generality of the a foregoing, by reason of any negligence by the Creditor or its employees or agents.
- 8.8. The Applicant indemnifies and holds the Creditor harmless against all claims, loss, damage, expense or proceedings of whatsoever nature against or on the part of the Creditor arising out of the sale or distribution of the goods whether defective or not or for any reason whatsoever which includes claims by any purchasers of goods from the Applicant.
- 8.9. The Applicant undertakes to notify the Creditor, in writing, within seven (7) days of any change in ownership of the Applicant's business, or, should the Applicant be a company or a Close Corporation, any share or membership transaction where the majority shareholding or membership is affected, failing which notice, the entire balance owing by the Applicant to the Creditor, whether due or not, will immediately be deemed to be due and payable by the Applicant.

9. **NOTICE**

- 9.1. The Applicant chooses its street address on the application, as its *domicillium citandi et executandi* for purposes of notices and pleadings.

- 9.2. Any notice in terms of this agreement shall only be validly given if in writing either in printed paper based form or by email notification.
- 9.3. All notices to be given in terms of this agreement will be in writing and if delivered by hand during business hours, be rebuttably presumed to have been received on the date of delivery, or, if sent by email during business hours be rebuttably presumed to have been received on the date of successful transmission of the email; any email sent after business hours or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.
- 9.4. Notwithstanding the above, any notice given in writing, including one sent by data message, actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

10. **INDULGENCE WAIVER OR ABANDONMENT**

- 10.1. No alteration, cancellation, variation, waiver of or addition hereto shall be of any force or effect unless expressly accepted in writing by the Creditor.
- 10.2. No indulgence, waiver or relaxation by either party shall constitute a waiver nor an abandonment of any right the other party may have consequent to either party's breach.
- 10.3. Any right arising consequent upon either party's breach, shall remain intact whilst this agreement is operative, and no act or omission committed by the other party to the aforesaid right arising, shall be deemed to be a waiver nor an abandonment of either party's right to do such things and take such steps as a result of the aforesaid breach, the parties recording that their intention is that the other party shall be entitled at all times to act and enforce such rights as arise consequent upon the other party's breach, at any time after the breach, notwithstanding any act, matter or thing done by the one party subsequent to the breach having been committed.
- 10.4. No waiver or abandonment of any right the one party has, nor election consequent upon the other party committing a breach, shall be valid or binding upon the one party, unless reduced to writing and signed by them. Any alleged or purported waiver or abandonment, or election consequent upon any breach, shall be of no force or effect unless reduced to writing and signed by the other party.

10.5. The parties furthermore acknowledge and record that no act or omission committed by either party, in enforcing or not enforcing any of its rights against either party, or of enforcing or not enforcing its rights expeditiously, or releasing either party from its liability herein (*whether in whole or in part*) shall in any way whatsoever prejudice, compromise or fetter the parties' rights to proceed against them, at any stage or time subsequent to the act or omission in question.

11. WHOLE AGREEMENT

11.1. This agreement contains the entire agreement between the parties in regard to what is contained or referred to in this agreement.

11.2. There are no other terms, conditions, undertakings, promises or warranties of any nature whatsoever regulating the parties' relationship in regard to the matters referred to or contained in this agreement.

11.3. There are no collateral agreements between the parties in regard to the matters contained in or referred to in this agreement, nor any understandings or assurances, promises or inducements of any nature whatsoever, given by the parties or any other person which motivated the parties, directly, indirectly or otherwise, to sign this document, and assume the obligations and undertakings herein.

12. The Applicant will have no claim against the Creditor in respect of any damage, prejudice or loss caused to or sustained by the **Applicant** as a result of *vis maior* or *casus fortuitus*, nor will it be entitled to withhold any payments due to the Creditor as a result of *Vis Maior* or *Casus Fortuitus*.

13. The Applicant acknowledges that though it has applied for and has been granted credit in the amount stipulated on the application hereof, that the actual credit which it may receive from the creditor from time to time, may exceed the amount so stipulated. The Applicant acknowledges that in such event, any credit extended to it over and above the amount so applied for will not be considered reckless credit and will the Applicant still remain liable for payment thereof.

14. The Applicant, by attaching its signature hereto, irrevocably consents and authorises the creditor, its agents and representatives (*both at the time credit is*

applied for, and at any time thereafter and whilst the Applicant is indebted to the creditor) to obtain, collect, collate, process, and store all and any confidential, personal, data and business information to which there is reference or is required in this Application (*as read with any annexures attached thereto*) relative to the Applicant's financial position as well as the creditor's risk profile. To this end the Applicant does hereby irrevocably waive any privilege or confidentiality attaching to such information, whether in the possession of its auditors, attorneys or otherwise.

Signed at on the day of 20.....

WITNESSES:

1. _____
Full names:-.....
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2. _____
Full names:-.....
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