KERSTONFOODS

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APPLICATION FOR CREDIT FACILITIES

BUSINESS CONTACT INFORMATION			
REGISTERED COMPANY NAME			
REGISTERED ADDRESS			
NATURE OF BUSINESS			
COMPANY REGISTRATION NUMBER		VAT NUMBER	
TRADING NAME			
POSTAL ADDRESS			
		CODE	8000
PHYSICAL ADDRESS			
		CODE	8000
DO YOU HAVE MORE THAN ONE DELIVERY ADDRESS? (YES / NO)			
		CODE	
TELEPHONE /CELL NUMBER		FAX NUMBER	
PURCHASING CONTACT PERSON			
PURCHASING TEL NO AND EMAIL			
ACCOUNTS CONTACT PERSON			
ACCOUNTS TEL NO AND EMAIL			

NAMES AND IDENTITY NUMBERS OF DIRECTORS, OWNERS, PARTNERS			
FULL NAME		ID NO	
FULL NAME		ID NO	
FULL NAME		ID NO	

BUSINESS AND CREDIT INFORMATION			
DECLARATION: HAVE SEQUESTRATION OR LIQUIDATION PROCEEDINGS EVER BEEN INSTITUTED AGAINST THE BUSINESS / DIRECTORS / PARTNERS OR OTHERS AS NAMED ABOVE OR HAS THE CONCERN EVER OFFERED A COMPROMISE TO CREDITORS?			
STATE YES OR NO. IF YES PLEASE GIVE DETAILS			
AUDITORS			
NAME OF BANK		BRANCH NAME & CODE	
ACCOUNT NUMBER		NAME OF ACCOUNT	
HOW LONG THE BUSINESS BEEN TRADING?			
IS YOUR ASSET VALUE AND/ OR ANNUAL TURNOVER MORE THEN R1 MILLION?			
CREDIT LIMIT REQUIRED			

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TRADE REFERENCES – PLEASE LIST THREE			
COMPANY NAME			
ADDRESS			
		CODE	
TELEPHONE NUMBER			
HOW LONG HAVE YOU BEEN TRADING WITH THIS SUPPLIER			
AVERAGE MONTHLY PURCHASES			
COMPANY NAME			
ADDRESS			
		CODE	
TELEPHONE NUMBER			
HOW LONG HAVE YOU BEEN TRADING WITH THIS SUPPLIER			
AVERAGE MONTHLY PURCHASES			
COMPANY NAME			
ADDRESS			
		CODE	
TELEPHONE NUMBER			
HOW LONG HAVE YOU BEEN TRADING WITH THIS SUPPLIER			
AVERAGE MONTHLY PURCHASES			

We accept and will adhere to the terms and conditions, as stipulated by Kerston Foods. Interest (prime rate plus 2%) as quoted by Kerston Foods bankers from time to time may be levied on all overdue accounts.

We agree that should it become necessary for Kerston Foods to proceed against me / ourselves in a court of law at any time for any overdue amount, however such amounts may arise, the whole amount outstanding on the account will immediately become due and payable.
We consent to the jurisdiction of the Magistrates Court for all actions taken against me / us irrespective of the amounts involved and consent to pay attorney and own client costs together with collection commissions in the event of such action being instituted.

I hereby give the Company consent to process my personal information, in accordance with the provisions of the Protection of Personal Information Act, for all purposes related to the carrying out of this mandate.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information and hereby give my consent to the Company to collect process and distribute relevant personal information where the company is legally required to do so. I hereby consent that I understand that third party providers have access to my personal information, and I hereby consent to the company sharing my personal information.

We warrant that the above information is true and correct and agree to be bound by it.

FULL NAMES _____ CAPACITY _____

SIGNATURE _____ DATE _____

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TERMS AND CONDITIONS OF TRADING ACCOUNT

a) All amounts due in respect of goods sold or services rendered by Kerston Foods (Pty) Ltd or its assigns (hereafter called "the Supplier"), shall be payable in accordance with the agreed upon Payment Terms, failing which such amounts shall be overdue and liable to attract interest and charges as set out below;

b) All amounts due to the Supplier in excess of the Trading Account Limit agreed on shall, irrespective of the period of such indebtedness, be immediately payable and further credit will be suspended

c) The Supplier shall be entitled, in its discretion, to charge interest on all overdue amounts as herein defined, at the prime lending rate charged by South African commercial banks from time to time, plus 2% (two percent) per annum, subject to the maximum rate prescribed by the National Credit Act, No. 34 of 2005 as amended (hereafter called "the National Credit Act");

d) Should the Supplier charge interest, as specified above, on any overdue amounts, then an incidental credit agreement, as defined in the National Credit Act, shall be deemed to have been concluded between it and the Applicant 20 (twenty) business days after the date of such interest being charged;

e) Should the Applicant fail to pay in full any amounts due and payable, the Supplier shall be entitled to terminate this Agreement forthwith, and all amounts owing by the Applicant to the Supplier shall become immediately due and payable, subject to the terms of the National Credit Act.

f) All goods sold by the Supplier to the Applicant in terms hereof remain the property of the Supplier until paid for in full.

g) The sale of goods in terms hereof may, in the discretion of the Supplier, be made subject to such further standard terms and conditions as are set out in the relevant sale documentation, including but not limited to Confirmations of Sale, Invoices and Delivery Notes, which terms and conditions shall be binding on the Applicant as though contained herein.

h) The Supplier shall in no way be obliged to supply goods to the Applicant in terms hereof if so doing would cause the Applicant's liability to the Supplier to exceed the Trading Account Limit agreed on.

i) The Supplier may, on written notice and with immediate effect, amend or withdraw the Applicant's Trading Account Limit, or amend the Applicant's Payment Terms, provided that no amounts owed by the Applicant to the Supplier in terms hereof shall, solely by virtue of such amendment or withdrawal, become due and payable.

j) The Supplier shall be entitled to recover from the Applicant all costs and charges permitted by the National Credit Act in respect of the collection of overdue amounts, and in particular to recover all legal costs so incurred on the scale as between attorney and own client;

k) In terms of Section 45 of the Magistrate's Court Act, No. 32 of 1944 as amended, the Applicant hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against it in terms hereof, notwithstanding that the amount claimed may exceed such Court's jurisdiction. It shall nevertheless be entirely within the discretion of the Supplier to proceed against the Applicant in any other Court having jurisdiction.

l) A statement and/ or communication issued by an authorised representative or director of the Supplier as to any indebtedness of the Applicant to it shall be prima facie evidence of such indebtedness for the purpose of provisional sentence or summary judgment proceedings or for any other purpose in law.

m) The Applicant agrees that this Agreement will come into effect at the time ~~and place~~ of ~~the~~ acceptance by the Supplier of the Applicant's application.

n) The Applicant elects its street address, as set out on page 1 hereof, as *domicilium citandi et executandi* for purposes of any legal process instituted in terms of this Agreement, or flowing from the supply of goods in terms thereof. Notwithstanding such election, the Applicant undertakes to notify the Supplier in writing within 7 [seven] days of any change of address.

o) Should any provisions of these terms and conditions be found to be in conflict with the National Credit Act by a court of law, such provisions shall be interpreted as being severable from the remaining terms hereof, which shall remain in force.

I hereby warrant that the information set out in the Application form annexed hereto is true and correct, that I have read and understood the Terms and Conditions herein contained to which this Application applies, and that I am duly authorized to bind the Applicant thereto.

THUS DONE AND SIGNED at on this the _____ day of _____ Year: 20_____

_____

*[signature] on behalf of Applicant

_____

*[insert full name of signatory]

DEED OF SURETYSHIP

I / We, the undersigned, hereby acknowledge and declare that I/we am/are jointly and severally and in solidium binded as sureties and co-principal debtors with

COMPANY NAME : _____(hereafter called 'The Debtor')

Unto and in favour of

KERSTON FOODS or their successors in title (hereafter called 'The Creditor')

- For the due performance of all obligations of the Debtor and in particular the due payment of all amounts owing for the delivery of goods to the Debtor or credit granted to the Debtor.
- And for every other amount owed by the Debtor to the Creditor now or in future, arising out of any cause whatsoever.
- I / We renounce all benefits of the ordonis seu excussionis et divisionis.
- I / We further agree to the jurisdiction of the Magistrate's Court in the event of any action based on this deed.

1. NAME OF DIRECTOR / MEMBER / OWNER : _____

   ID NUMBER : _____

   SIGNATURE : _____

2. NAME OF DIRECTOR / MEMBER / OWNER : _____

   ID NUMBER : _____

   SIGNATURE : _____

3. NAME OF DIRECTOR / MEMBER / OWNER : _____

   ID NUMBER : _____

   SIGNATURE : _____

SIGNED AT _____ON THIS _____DAY OF_____20_____

1. WITNESS NAME : _____

   WITNESS SIGNATURE : _____

2. WITNESS NAME : _____

   WITNESS SIGNATURE : _____