



**APPLICATION FOR INCIDENTAL CREDIT FACILITY**

<b>FOR OFFICE USE ONLY</b>	
CUSTOMER ID:	CREDIT GUARANTEE: R
TRADER:	LIMIT APPROVED: R
DATE APPROVED:	APPROVED BY:

CREDIT LIMIT REQUIRED:	
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<b><u>APPLICANT'S INFORMATION</u></b>			
REGISTERED NAME:			
TRADING NAME:			
REGISTRATION NUMBER:			
VAT NO:		ESTABLISHED:	
<b><u>PLEASE MARK THE APPROPRIATE BOX WITH AN X:</u></b>		<input type="checkbox"/> PRIVATE COMPANY	<input type="checkbox"/> CLOSE CORPORATION
<input type="checkbox"/> SOLE OWNER	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> PUBLIC COMPANY	<input type="checkbox"/> TRUST

<b><u>PHYSICAL ADDRESS (domicilium citandi et executandi)</u></b>	<b><u>POSTAL ADDRESS</u></b>

	<b><u>CONTACT DETAILS: BUYER</u></b>	<b><u>CONTACT DETAILS: ACCOUNTS DEPT</u></b>
NAME:		
TEL:		
FAX:		
EMAIL:		
CELL:		

BANK:	BRANCH:	ACCOUNT NR:
ESTIMATED YEARLY TURNOVER:		

AGRISA Commodities (Pty) Ltd (Reg. No. 2015/205797/07) / (VAT no: 4400237014)  
 Address: Office 101, 1<sup>st</sup> Floor, Twin Oak Towers, 140 Main Road, Somerset West, 7130  
 PO Box 2920, Somerset West, 7129 Tel. 021 852 8406 Fax: 021 850 0267  
 Directors: TM Kompela, EG Haasbroek (B.Comm, MBA, SAIPA 5354)

<u>DIRECTORS / MEMBERS / OWNERS / TRUSTEES</u>	<u>IDENTITY NUMBERS</u>
1.	
2.	
3.	
4.	

TRADE REFERENCES:			
NAME:	CONTACT NUMBER:	CREDIT LIMIT:	TERMS:
1.			
NOTES (FOR OFFICE USE):			
2.			
NOTES (FOR OFFICE USE):			
3.			
NOTES (FOR OFFICE USE):			

**PLEASE ATTACH A COPY OF:**

COMPANY	CLOSE CORPORATION	TRUST	SOLE OWNER / PARTNERSHIP
<input type="checkbox"/> Registration Documents	<input type="checkbox"/> Registration Documents	<input type="checkbox"/> Trust Deed	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Vat Certificate	<input type="checkbox"/> Vat Certificate	<input type="checkbox"/> Vat Certificate	<input type="checkbox"/> Vat Certificate
<input type="checkbox"/> Resolution	<input type="checkbox"/> Resolution	<input type="checkbox"/> Resolution	<input type="checkbox"/> Resolution
<input type="checkbox"/> Proof of Address for Company and Directors	<input type="checkbox"/> Proof of Address for Company and Members	<input type="checkbox"/> Proof of Address for Trust and Trustees	<input type="checkbox"/> Proof of Address for Owner / Partner and Business
<input type="checkbox"/> ID Documents of Directors	<input type="checkbox"/> ID Documents of Members	<input type="checkbox"/> ID Documents of Trustees	<input type="checkbox"/> ID Documents or Owner/Partners
<input type="checkbox"/> Proof of Banking Details	<input type="checkbox"/> Proof of Banking Details	<input type="checkbox"/> Proof of Banking Details	<input type="checkbox"/> Proof of Banking Details

**ENSURE THAT ALL PAGES ARE INITIALLED BY THE APPLICANT AND THE WITNESSES.  
ORIGINAL APPLICATION MUST BE SUBMITTED. PLEASE USE THE ADDRESS ON OUR LETTERHEAD**

AGRISA Commodities (Pty) Ltd (Reg. No. 2015/205797/07) / (VAT no: 4400237014)  
Address: Office 101, 1<sup>st</sup> Floor, Twin Oak Towers, 140 Main Road, Somerset West, 7130  
PO Box 2920, Somerset West, 7129 Tel. 021 852 8406 Fax: 021 850 0267  
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## STANDARD TERMS AND CONDITIONS

**WHEREAS AGRISA COMMODITIES PTY) LTD** (the "Seller") has agreed to sell to the Applicant (the "Purchaser") certain goods, subject to the terms and conditions of the credit application form, standard conditions of sale and the sale agreements (Sagos Agreements) which said documents represents and governs the terms and conditions of the written agreements concluded between the said parties.

### 1. PRICE, PAYMENT AND INTEREST

- 1.1. The Purchaser shall effect to the Seller payment of all amounts owing in respect of all and/or any goods delivered, without any deduction or set off, on or before the last day stipulated in the sale agreement(s) (Sagos Agreements) between the Purchaser and the Seller.
- 1.2. All sales will be done on terms and at prices agreed in individual contracts between the Purchaser and the Seller. The transactions will be verified in writing by the Purchaser issuing an order or the Seller issuing a sales contract.
- 1.3. The sales agreement (Sagos Agreement) must be co-signed by a Director or duly authorised representative of the Seller to be valid. In the event that the sales agreement (Sagos Agreement) is not co-signed by a Director or duly authorised representative, the sales agreement (Sagos Agreement) is not valid and the Seller accepts no liability for any damages or losses suffered by the Purchaser who acted on said agreement.
- 1.4. In the event of default the Purchaser will be held liable to pay interest on any amount owing to the Seller in terms of the Agreement(s), at the prime overdraft rate levied by ABSA from time to time, calculated daily on the outstanding balance and compounded at the end of each month, which interest will accrue from the due date of such payment or any portion until date of final payment.
- 1.5. Any monies paid by the Purchaser may be appropriated or allocated by the Seller at its sole discretion in payment of any amount outstanding, due and payable by the Purchaser to the Seller.
- 1.6. Payment terms are subject to the buyer's incidental credit facility being less than the approved limit at all times. Should the buyer exceed the approved limit, the Seller has the right to suspend all deliveries until such time as the buyer has paid a sufficient amount to allow further trading within the approved limit.

### 2. DELIVERY AND RISK

- 2.1. All risk in the goods shall be deemed to pass to the Purchaser, upon delivery thereof.
- 2.2. In the event that the Seller is prevented from delivering any goods at the time stipulated for delivery, as a result of instructions or the fault of the Purchaser, the Purchaser shall be liable for all expenses incurred by the Seller in consequence, including storage and handling costs.
- 2.3. The Seller will endeavour to fulfil the terms of any order made by the Purchaser within a reasonable time or within the time stipulated (if any), but the Seller accepts no liability for late or non-deliveries due to reasons beyond his control. The Seller reserves the right to suspend deliveries hereunder so long as the Purchaser is in default in payment for any prior delivery.
- 2.4. The Seller shall not be obliged to accept or fulfil any order made, nor shall the Seller be liable in any respect whatsoever for its failure to perform hereunder due to the contingencies beyond its control, including, but not limited to acts of God, Government laws, activities of enemies of the State, civil disturbance, riots, strikes, lockouts, transport delays or accidents, stock shortages, fire, flood and drought. The Seller shall have the right to omit during the period of such contingency all or any portion of the quantity deliverable during such period, but shall deliver the goods thereafter as, when and if circumstances permit.
- 2.5. No claim by the Purchaser in respect of the fulfilment of the terms of any order made by the Purchaser, or of delivery, whether in respect of the form of delivery, acceptance or acknowledgement of delivery of the goods, short delivery or non-delivery of the goods, quality or quantity of the goods, or in respect of the terms of or validity of any order made shall be considered by the Seller unless such claim shall have been made in writing and delivered to the Seller, within seven (7) days of date of delivery as reflected on the delivery note concerned.
- 2.6. Failure by the Purchaser to submit a claim in respect of any individual transaction within the aforesaid period shall constitute acknowledgement on the part of the Purchaser that the goods have been duly delivered to the Purchaser and the Purchaser hereby irrevocably renounces (in respect of each individual transaction) any right to which it may be entitled in law as far as the delivery, short delivery or non-delivery of goods is concerned, or acceptance or acknowledgement of delivery of the goods, quality or quantity of the goods or otherwise in respect of the validity, nature and/or interpretation of the order, should the Purchaser fail to submit a claim in the manner and period aforesaid.
- 2.7. The Purchaser acknowledges that it shall be entirely within the discretion of the Seller at any time and without having to give any reasons therefore, to withdraw the trading facilities and/or credit facilities that may be granted as a result of this application.
- 2.8. The Purchaser undertakes, in the event of him/her not being the owner of the premises where the goods are delivered, to notify the Landlord of the right of ownership in and to the goods and also furnish the Seller on request with the name, address and telephone number of the Landlord in respect of all goods in which ownership is reserved as herein provided.

### 3. OWNERSHIP AND CESSION AS SECURITY

- 3.1. Notwithstanding the delivery of any goods and/or the granting of credit, the Seller shall remain the owner of all goods sold until the full amount of the purchase price has been received by the Seller.
- 3.2. The Purchaser hereby cedes to the Seller all its rights in terms of any debts that may become due to it on resale of the goods received from the Seller, as security for any amount due by it to the Seller.

### 4. EXCLUSIONS AND LIMITATIONS

- 4.1. All goods are sold as per contract specification and must be independently verified by the Purchaser. The Seller does not in any way warrant or represent that the goods sold are fit for any purpose, whether or not the Seller is aware of the purpose to which the Purchaser will be putting these goods. The Purchaser is solely responsible to satisfy himself as to the fitness of the goods for the purpose intended.
- 4.2. All information given by the Seller in his documentation or orally, or by any employee or agent and any advice, recommendation or assistance, is given in good faith, but without creating any obligation or warranty, nor will it form part of these agreements.
- 4.3. The Seller shall not be liable for any loss of profits or potential profits, consequential, special, contingent or other damage or loss which may have allegedly been suffered by the Purchaser, or may have resulted from any delay in supplying or delivering or non-delivery of the goods or any defect therein, whether latent or patent or from any failure by the Seller to perform any of its obligations hereunder due to contingencies beyond its control as referred clause 2.4 above, including any negligence of the employee(s) or agent(s) of the Seller, where the employee(s) or agent(s) has acted outside the scope of his/her employment or mandate.

## **5. BREACH AND CANCELLATION**

Should the Purchaser:

- 5.1. default in the punctual payment of any amount or portion thereof falling due; or
- 5.2. fail to observe and perform any other of the terms, conditions and/or obligations in this agreement; or
- 5.3. suffer any default judgment against it, to remain unsatisfied for seven (7) days, or be refused rescission within fourteen (14) days of any default judgment, or be sequestered or placed under judicial management or be wound up, whether provisionally or finally; or
- 5.4. abandon the goods; or
- 5.5. compromise with any of its creditors, or attempt to do so; or
- 5.6. have made any inaccurate statement, or representation in connection with this agreement or its financial affairs; or
- 5.7. allow any of the goods to be ceased under any legal process issued against the Purchaser or breach any other agreement with the Seller; then and upon happening of any one or more of these events, the Seller shall be entitled in its sole election and without prejudice to any other rights it may have, to:
- (a) immediately cancel this agreement;
- (b) without notice claim immediate payment of all amounts payable in terms hereof, irrespective of whether or not such amounts are due at that stage; or
- (c) at its sole discretion and without prejudice to any other rights which it may have, take repossession of the goods, retain all payments already made in terms hereof by the Purchaser, and to claim as liquidated damages, payment of the difference between the balance outstanding and the value of the goods, which amount shall be due and payable forthwith;
- 5.8. in the event that the Purchaser disputes the Seller's right to cancel this agreement, or in the event of any other dispute, the Purchaser will, pending the resolution of such dispute, continue to pay all amounts on their due dates.
- 5.9. The Customer undertakes to inform Agrisa Commodities (Pty) Ltd in writing within 7 (seven) days of any change of director, member, shareholder, owner or partner or address or 14 (fourteen) days prior to disposal of the Customer's business and failure to do so will constitute a breach of this agreement.

## **6. CESSION, ASSIGNMENT AND WAIVER**

- 6.1. The Purchaser shall not cede any of its rights nor assign any of its obligations hereunder without the prior written consent of the Seller.
- 6.2. The Seller shall be entitled to cede any of its rights in terms hereof, without notice to the Purchaser and the Purchaser agrees to recognise the cessionary and act in accordance with such cessionary's requirements

## **7. LEGAL COSTS**

Should the Seller institute legal proceedings against the Purchaser, to enforce or protect any of its rights in terms of this agreement, the Purchaser shall pay the Seller's costs on the scale as between attorney and own client, including collection commission and tracing, valuation and expert's fees, irrespective of whether the matter has been referred to court.

## **8. CERTIFICATE OF BALANCE**

A certificate by any director or manager of the Seller, whose appointment need not be proved, of any amount owing and interest due by the Purchaser to the Seller, in terms of this agreement, shall by its mere production be prima facie proof of such amount, the fact that it is due and payable and any fact contained in such certificate.

## **9. WARRANTIES AND INDEMNITIES**

- 9.1. The Purchaser warrants that
- (a) the information contained in any application for an Incidental Credit Facility is true and correct;
- (b) the Seller shall receive written notification of any changes to such information within 7 (SEVEN) day of such change occurring;
- (c) in purchasing the goods, the Purchaser has taken all reasonable steps to satisfy itself of the fitness and suitability of the goods for their intended purpose.
- (d) the person who signs the Agreement on behalf of the Purchaser, is duly authorised to bind the Purchaser in terms of this Agreement.
- 9.2. Unless the context clearly indicates a contrary intention, any expression which denotes:
- (a) any gender includes the other genders;

- (b) a natural body includes a body corporate and vice versa;
  - (c) the singular includes the plural and vice versa;
  - (d) headings are for convenience only and are not to be taken into account for the purpose of interpretation.
- 9.3. The Seller provides no guarantees or warranties of any kind whatsoever and all warranties and guarantees, including all Common Law warranties, are expressly excluded. Any liability is limited, at the Seller's sole and exclusive discretion, to the cost of replacing the defective goods, or the passing of a credit in the invoiced-value of the defective goods.
10. **GENERAL**
- 10.1. This agreement constitutes the whole of the agreement between the parties and no amendment, alteration, additions, variation or consensual cancellation of this agreement, including this clause will be of any force or effect, unless reduced to in writing and signed by the parties. The invalidity of any part of this agreement shall not affect the validity of any other part.
- 10.2. The Customer hereby consents to the storage and use by Agrisa Commodities (Pty) Ltd of the personal information that it has provided for establishing its credit rating and to disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Agrisa Commodities (Pty) Ltd will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.
- 10.3. The Purchaser hereby authorises the Seller to adjust its credit facility as may be necessary from time to time, and without prior notice to the Purchaser.
- 10.4. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
- 10.5. No waiver of any terms or conditions of this agreement will be binding for any purpose, unless expressed in writing and signed by the party giving same, and any such waiver will be effective only in that specific instance and for the purpose given. No relaxation or indulgence granted by the Seller and no omission by the Seller timeously or diligently to enforce any right under this agreement, shall be deemed to amount to a waiver of that or any other right, nor to be a waiver of that or any other right for the future.
- 10.6. Should the Purchaser in terms of this agreement be more than one person, they shall be liable jointly and severally *in solidum*, in terms of this agreement.
- 10.7. The provisions of this agreement are severable and in the event that any one or more of the conditions or terms hereof are illegal and/or unenforceable, the remaining provisions and terms shall be valid and enforceable.
- 10.8. The Purchaser's representative, by virtue of its signature hereto, warrants that it is duly authorised to conclude this agreement with the Seller and is not prohibited by law to enter into this agreement on the terms herein contained.
- 10.9. The Purchaser hereby consents, in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, to the jurisdiction of the Magistrates Court, notwithstanding the possibility that the outstanding amount of a claim may otherwise exceed its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of Act 32 of 1944, provided, however, that the Creditor shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the aforementioned, would exceed the jurisdiction of the Magistrate's Court.
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**ACCEPTANCE OF TERMS AND CONDITIONS BY APPLICANT**

I, \_\_\_\_\_, duly authorised to act on behalf of the applicant in my capacity as \_\_\_\_\_ hereby confirm that I have acquainted myself with the Agrisa Commodities (Pty) Ltd.'s standard terms and conditions and that I hereby accepts these terms and conditions and thus bind the Applicant to them.

**Signed at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Witness 1:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Witness 2:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**ENSURE THAT EACH PAGE OF THE APPLICATION IS INITIALLED BY THE APPLICANT AND WITNESSES**

DEED OF SURETYSHIP

I/We, the undersigned,

1. \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

2. \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

3. \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

4. \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

(hereinafter collectively referred to as "the Guarantor(s)", do hereby interpose and bind myself/ourselves, jointly, severally and in solidum, unto and in favour of to Agrisa Commodities (Pty) Ltd it's holding and all associated and subsidiary companies and its successors in title, order assigns (hereinafter referred to as "the Creditor") as sureties in solidum and co-principal Guarantor(s)s for the performance of all obligations of, and due payment by:

\_\_\_\_\_
(full registered name of purchaser)

- 1. It shall always be at the discretion of the Creditor to determine the extent, nature and duration of the facilities to be allowed to the Guarantor(s).
2. The Creditor shall be entitled, without prejudice to its rights hereunder -
2.1. to release any securities given to it or any other sureties for the Guarantor(s);
2.2. to give time to or compromise or make any arrangements with the Guarantor(s) in regard to the payment of the Guarantor(s)'s indebtedness to it;
3. This suretyship shall be in addition to and without prejudice to any other suretyships or securities new held or hereafter held by the Creditor from or on behalf of the Guarantor(s).
4. A certificate signed by the Creditor (or by its agent whose appointment, qualification and/or authority need not be proved), as to the amount of the Guarantor(s)'s indebtedness hereunder, or that of the Guarantor(s) to the Creditor at the date of that certificate, shall be -
4.1. prima facie evidence of the amounts of indebtedness shown in that certificate;
4.2. binding on the Guarantor(s) in any proceedings instituted by the Creditor in any competent Court for the purpose of obtaining provisional sentence or judgement against the Guarantor(s).
5. The Guarantor(s) hereby consents, in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, to the jurisdiction of the Magistrates Court, notwithstanding the possibility that the outstanding amount of a claim may otherwise exceed its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of Act 32 of 1944, provided, however, that the Creditor shall have the right at its sole option and discretion to institute the said proceedings in any other competent court in respect of any claim which, but for the a foregoing, would exceed the jurisdiction of the Magistrate's Court.
6. Should the creditor cede the whole of its right of action against the Guarantor(s) to any third party, then the Creditor's rights under this suretyship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.
7. The Guarantor(s) hereby renounces all benefits arising from or out of the legal exceptions ordinis seu excussionis et divisionis, de duobus vel pluribus reis debendi, excussion, cession of action, errore calculi, non nmeratae pecuniae, and all or any exceptions which would might be pleased to any claim by the Creditor against the Guarantor(s), with the meaning, force and effect whereof the Guarantor(s) acknowledges himself/itself to be fully acquainted.
8. This Deed of Suretyship constitutes the entire surety agreement between the Guarantor(s) and the Creditor. No agreement in any way varying the terms and conditions of this Deed of Suretyship shall be of any force or effect unless in writing and signed by both the Guarantor(s) and the Creditor. Any latitude or extension of time which may be allowed by the Creditor to the Guarantor(s) in respect of any payment due in terms hereof or any indulgences shown by the Creditor to the Guarantor(s) shall not prejudice the Creditor's rights under this deed of Suretyship, or be deemed to be a waiver of any of the Creditor's rights in terms hereof, nor a novation of this Deed of Suretyship.
9. The Creditor shall be entitled to cede, assign, transfer or make over all or any of the Creditor's rights in terms hereof. -
10. In the event of the Creditor instituting action against the Guarantor(s) arising here from, the Guarantor(s) shall be obliged to pay to the Creditor all costs and collection charges on the attorney and client scale and in the event of such action being instituted in the Magistrate's Court, the Guarantor(s) shall be liable for costs on the highest scale.

11. The Guarantor(s)s do hereby choose domicilium citandi et executandi for all purposes hereunder, at

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**where all notices and processes may be effectively served and delivered upon the Guarantor(s).**

- 12. The Guarantor(s) waives presentment, notice of dishonour and protest of any promissory note, bill of exchange, cheque or other negotiable instrument made, drawn, accepted, endorsed or discounted by the Guarantor(s). Any agreement or admittance by the Guarantor(s) of its liability hereunder, arising out of any such instrument, shall not be in any way affected by any failure to present, give notice of dishonour of or protest the same.
- 13. In this suretyship, unless the context otherwise requires, words importing the masculine gender shall include the feminine gender, the words importing the singular shall include the plural and *vice versa*.
- 14. The Creditor shall be entitled to charge interest, from time to time, at the prime overdraft rate of Agrisa Commodities (Pty) Ltd.'s bankers plus five percent (5%) from the date of invoice on any overdue amounts due by the Guarantor(s). The Creditor shall be entitled to recover such interest from the signatories hereunder.
- 15. In the event of the liquidation of the Guarantor(s), the signatories hereunder hereby cede any claim or loan account against the Guarantor(s)'s estate to the Creditor until all amounts (including interest and costs) due by the Guarantor(s) to the Creditor have been paid in full. The Creditor is hereby authorised to prove or submit such a claim on the signatories' behalf.
- 16. The Guarantor(s) agrees to pay the costs of this suretyship including the stamp duty hereon.

**SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ DAY \_\_\_\_\_ 20\_\_\_\_\_.**

**AS SIGNATORIES:**

- |   |   |
|---|---|
| <p>1. <b>FULL NAME</b><br/>_____<br/><b>SIGNATURE</b><br/>_____</p> | <p>3. <b>FULL NAME</b><br/>_____<br/><b>SIGNATURE</b><br/>_____</p> |
| <p>2. <b>FULL NAME</b><br/>_____<br/><b>SIGNATURE</b><br/>_____</p> | <p>4. <b>FULL NAME</b><br/>_____<br/><b>SIGNATURE</b><br/>_____</p> |

**AS WITNESSES:**

- |   |   |
|---|---|
| <p>1. <b>FULL NAME</b><br/>_____<br/><b>SIGNATURE</b><br/>_____</p> | <p>2. <b>FULL NAME</b><br/>_____<br/><b>SIGNATURE</b><br/>_____</p> |
|---|---|

**ENSURE THAT ALL PAGES OF THE SURETYSHIP IS SIGNED AND INITIALLED BY THE GUARANTORS AND THE WITNESSES.**