



APPLICATION FOR CREDIT

I/We _____

(hereinafter referred to as "the Applicant")

hereby make application for the opening of an account with

KARABOS NATURAL FARMING (PTY) LTD

Registration No: 2011/118328/07

(hereinafter referred to as "the Supplier").

In support of the application, the following information is furnished:

1. APPLICATION DETAILS

1.1 Registered Name of Applicant: _____

1.2 Trade Name: _____

1.3 VAT No:

1.4

1.4.1 Delivery Street Address:

1.4.2 Postal Address:

Postal Code: _____

1.4.3 Registered Address: _____

1.4.4 Business Phone No: _____

Fax No:

1.4.5 Mobile No:

1.4.6 E-Mail Creditors' department: _____

1.5 Date Established:

1.6 Type of Business:

1.6.1 How long in this business? _____

1.7 If previously in business, state under what name and for how long?

1.8 How long under current management? _____

1.9 Name of Person/s handling account queries, etc: _____

2. LEGAL ENTITY

2.1 Format of the Applicant's Legal Entity (*tick appropriate box*)

PRIVATE COMPANY	PUBLIC COMPANY	SOLE PROPRIETORSHIP	CLOSE CORPORATION	PARTNER-SHIP	TRUST

2.2 Company / Close Corporation / Trust Registration No: _____

2.3 Full Names, Addresses, Identity Numbers and Phone Numbers of Directors, Shareholders, Members, Partners, Sole Proprietor, Trustees

NAME	RESIDENTIAL ADDRESS	IDENTITY NUMBER	TELEPHONE

2.4 If a Sole Proprietor / Partnership

MARITAL STATUS	SPOUSE'S NAME	MARITAL AGREEMENT : YES / NO

2.5 Holding Company : _____

2.6 Associated / Subsidiary Company: _____

3. SUPPLIERS

Current Suppliers:

NAME OF SUPPLIERS	CONTACT PERSON	TELEPHONE NUMBER

I/We consent thereto that the abovementioned 3 (three) Suppliers may be contacted for credit references.

4. AUDITORS

4.1 Name: _____

4.2 Address:

4.3 Phone Number:

5. BANKERS

- 5.1 Branch name and code:
- 5.2 Account Number:
- 5.3 Date Account Opened:
- 5.4 If less than 3 years, previous Bankers: _____

I/We certify that the information supplied is true and correct and undertake to notify the Supplier immediately in writing of any change of ownership or details contained herein.

6. SIGNATORIES

I/We, the undersigned, am/are duly authorised to represent the Applicant.

Sole Owner, Member/s, Director/s, Partner/s, Trustees.

DATE	PLACE	SIGNATORY	PRINT NAME	CAPACITY

7. TERMS AND CONDITIONS

I/We, _____ the undersigned, in my/our capacity as an authorised representative of the Applicant, hereby make application for **CREDIT** transactions with a limit of R _____ per month, with Karabos Natural Farming, the **SUPPLIER**.

I/We do hereby:

- 7.1 Warrant that the above information is true and correct;
- 7.2 Certify that I am authorised to complete this form on behalf of the Applicant;
- 7.3 Consent to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act for the determination of any claim which would otherwise be beyond the jurisdiction of a Magistrate's Court because of the amount of the claim;
- 7.4 Agree that should it become necessary for the Supplier to proceed against the Applicant in a Court of Law at any time, the whole amount outstanding on the Supplier's account will immediately become due and payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the requested terms of payment. Furthermore, the Applicant concedes that a certificate signed by a Director of the Supplier shall be prima facie proof both of the existence of the debt as well as the amount owing;
- 7.5 Agree that ownership of the goods delivered, shall remain vested at the Supplier until paid for by the Applicant. In the event of any of the Applicant's companies or associate companies becoming indebted to the Supplier, the Supplier may exercise the right of set off against any monies which may be or become owing by the Applicant to the Supplier.
- 7.6 Agree to abide by the Supplier's standard conditions of sale which are also set out in this application.
- 7.7 Agree that should a credit facility be granted, the account will be conducted in accordance with the terms of payment: **30 (thirty) days after statement**.
- 7.8 Agree that if any amount is not paid within the agreed terms, the Supplier shall, without prejudice to

its rights, be entitled to charge interest on all outstanding amounts at the rate of 2% above the current prime rate of the Suppliers Financial institution, or the prime rate as it may vary from time to time.

- 7.9 Agree that in the event of any legal action being taken for recovery of amounts due, then the Applicant will be liable for all legal costs, including collection charges and all Attorney/Client costs.
- 7.10 Choose the address as detailed in this application, in the absence of written notice to the contrary, as *domicilium citandi et executandi*. Any notice posted to the Applicant shall, if posted by prepaid registered post, be deemed to have been received by the Applicant, 96 hours after the time of posting to the *domicilium* aforesaid. Hand delivery, at the *domicilium* address, to a person ostensibly in charge shall also constitute valid delivery.
- 7.11 Agree that the Supplier may request all relevant financial information, such as bank statements, as well as credit status, of myself, or from the Applicant, from the bankers, as referred to in clause 5 above, or from the current bankers of myself, or the Applicant.
- 7.12 Agree that the Supplier may request my or the Applicant's credit records from any credit bureau, which information will be used by the Supplier in support of this application for credit, to enable the Supplier to make its decision to either grant or decline this application, or to prevent fraud, and to manage the risk of the Supplier.
- 7.13 The following documentation are attached in support of this application for credit: (*mark where applicable*)

7.13.1 Where the Applicant is a natural person, a partnership or an association:

- identity document of every Applicant, every Partner of the Partnership, or every Associate of the Association
- confirmation of address, not older than 3 (three) months, which address will confirm the physical address of every Applicant, every Partner of the Partnership, or every Associate of the Association
- confirmation of the Applicant, the Partnership, or Association's bank account, with a stamped letter from the financial institution
- VAT registration certificate

7.13.2 Where the Applicant is a Company:

- CIPC registration documentation of the Company
- confirmation of the registered address, not older than 3 (three) months, which address will confirm the physical address of the Company
- confirmation of the Company's bank account, with a stamped letter from the financial institution
- VAT registration certificate

7.13.3 Where the Applicant is a Close Corporation:

- CIPC registration documentation of the Close Corporation
- confirmation of the registered address, not older than 3 (three) months, which address will confirm the physical address of the Close Corporation
- confirmation of the Close Corporation's bank account, with a stamped letter from the financial institution
- VAT registration certificate

7.13.4 Where the Applicant is a Trust:

- Letters of Authority of the Trust, as issued by the Master of the High Court
- identity documents of all Trustees, as appointed in the Letters of Authority
- confirmation of the address of the Trust, as well as every Trustee, not older than 3 (three) months, which address will confirm the physical address
- confirmation of the Trust's bank account, with a stamped letter from the financial institution
- VAT registration certificate

8. CONDITIONS OF SALE

8.1

8.1.1 The Applicant shall have no claim whatsoever against the Supplier in respect of any loss or damage of a consequential nature which may be sustained by the Applicant as a result of any defect in the product supplied or as a result of late delivery.

8.1.2 In the event of a Applicant/Purchaser of the product being able to prove that the product has been applied in complete compliance with the Manufacturer's/Supplier's recommendation, and that the product has failed due to the product being proven faulty, then the Manufacturer's/Supplier's liability will be confined to the invoice of the faulty product or to the replacement of the product, this being at the discretion of the Manufacturer/Supplier.

8.2 Delivery of the product sold shall be deemed to have been effected:

8.2.1 In the case of products despatched by rail, ship or road carrier, upon consignment to the consignee;

8.2.2 In the case of products conveyed by the Applicant's/Purchaser's own mode of transport, upon handing over of such products to the Applicant's/Agent itself.

8.3 In the case of orders placed in respect of products other than those reflected on the Manufacturer's/Supplier's official price list, (where special orders are required to be prepared by the Manufacturer/Supplier to suit the specific requirements of the Applicant), the Applicant shall be obliged to accept and to pay for any quantity tendered for delivery which is within (.....% excess of shortfall) of the quantity ordered by the Applicant.

8.4

8.4.1 An Applicant may not return goods without prior consent of the Manufacturer/Supplier. This consent can be withheld if the goods have been in the hands of the Applicant for an unreasonable period of time for the product in question, or its condition is such that the goods cannot be resold when returned.

8.4.2 In the case of special orders, (such as is described in clause 8.3, hereof) the product sold shall not be returnable at all.

8.5 The Manufacturer/Supplier shall not be bound by or liable for any representations or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty be reduced to writing and signed by an authorised representative of the Manufacturer/Supplier.

8.6 Notwithstanding the provisions of clauses 8.2.1 and 8.2.2 of these Conditions of Sale, or the granting of credit by the Supplier to the Applicant, ownership of the goods sold hereunder shall not pass until payment for such goods has been made in full, and until such payment, the Applicant shall hold the goods.

8.7 If payment terms are not met on due date, the Supplier reserves the right to withdraw any trade discounts or rebates.

THUS DONE and SIGNED at _____ on this ____ day of _____ 20____

WITNESSES:

1.

2.

On Behalf of Applicant

THUS DONE and SIGNED at _____ on this ____ day of _____ 20

WITNESSES:

1.

2.

On Behalf of Supplier