



Ambleside Meats CC

Registration number: 1999/014828/23

Ambleside Farm

Po Box 286

Winterton,3340

Vat: 4010205310

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Please complete all sections: APPLICATION: TERMS & CONDITIONS OF SALE

This document once signed by both parties constitutes the TERMS OF SALE between AMBLESIDE MEATS CC Registration number ("the Close Corporation") and the legal entity ("the customer") completing the agreement, and incorporates the Close Corporation's STANDARD TERMS AND CONDITIONS OF SALE

1. FULL REGISTERED NAME		2. TYPE OF BUSINESS: (Please Tick) Please note PAGE 10 – REQUIRED ATTACHMENTS						
		<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST	<input type="checkbox"/> CC	<input type="checkbox"/> PRIVATE COMPANY	<input type="checkbox"/> PUBLIC COMPANY	<input type="checkbox"/> OTHER
3. TRADING NAME/S		4. REGISTRATION NUMBERS BUS. REG. NO. ID NO. (if sole proprietor)..... VAT REG. NO.			5. POSTAL ADDRESS			
6. DELIVERY ADDRESS		7. ADDRESS OF REGISTERED OFFICE			8. TELEPHONE / FAX NUMBERS CELL:..... TEL.: EMAIL:..... FAX. CONTACT PERSON:.....			
9. BANKERS		BRANCH			ACCOUNT NO.			
10. NAME OF PROPRIETORS (if married in community of property-both spouses), PARTNERS, DIRECTORS OR MEMBERS								
FULL NAMES		POSITION			I.D. NO.			
11. TRADE REFERENCES								
NAME OF BUSINESS		ACCOUNT NO.:			CONTACT PERSON & TEL. NO.			

12. WHEN WAS BUSINESS ESTABLISHED (dd/mm/yyyy)	
13. NATURE OF BUSINESS:	
14. SALES LIMIT REQUESTED R	
15. TERMS (7 or 14 days) STRICTLY FROM DATE OF DELIVERY/INVOICE DATE:	
16. IS THERE A GENERAL NOTARIAL BOND ON MOVABLE ASSETS? (PLEASE TICK WHICH IS APPLICABLE) DETAILS.....	<input type="checkbox"/> YES <input type="checkbox"/> NO
17. HAS A CESSION OF BOOK DEBT BEEN GIVEN TO ANY OTHER PARTY? DETAILS.....	<input type="checkbox"/> YES <input type="checkbox"/> NO
18. HAS SECURITY BEEN GIVEN FOR OVERDRAFT? IF SO, WHAT IS THE NATURE AND VALUE DETAILS.....	<input type="checkbox"/> YES <input type="checkbox"/> NO
19. HAVE ANY OF THE OWNERS/PARTNERS/DIRECTORS/MEMBERS OF THE CUSTOMER EVER BEEN DECLARED OR HAVE THEY EVER BEEN INVOLVED IN BUSINESS THAT HAVE BEEN DECLARED	INSOLVENT <input type="checkbox"/> YES <input type="checkbox"/> NO
20. ARE BOOKS OF ACCOUNT WRITTEN UP ON A REGULAR BASIS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
21. ARE FINANCIAL STATEMENTS AVAILABLE FOR DISCUSSION WITH OUR ACCOUNTING STAFF?	<input type="checkbox"/> YES <input type="checkbox"/> NO
22. IF NECESSARY, ARE YOU PREPARED TO GIVE A PERSONAL GUARANTEE?	<input type="checkbox"/> YES <input type="checkbox"/> NO
23. JURISTIC PERSONS – IS YOUR ASSET VALUE OR ANNUAL TURNOVER IN EXCESS OF R2 MILLION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
24. IF YOU ANSWERED NO TO 23. ABOVE THEN YOUR ATTENTION IS SPECIFICALLY DRAWN TO THE ACKNOWLEDGEMENT CONTAINED AT THE END OF THIS APPLICATION.	
25. IF SOLE PROPRIETOR – MARRIED IN COMMUNITY OF PROPERTY <input type="checkbox"/> / OUT OF COMMUNITY OF PROPERTY <input type="checkbox"/> / UNMARRIED <input type="checkbox"/>	

THE CLOSE CORPORATION'S STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1' in these Conditions, the following terms shall have the meanings assigned to them hereunder:

1.1.1 "The Application for Terms and Conditions of Sale" means the application to the Close Corporation by the Customer for terms of supply and payment arrangements in respect of the future business relationship with the Close Corporation to which this document is attached and in respect of which the Customer, by applying for such terms and conditions, agrees to be bound in all and every respect.

1.1.2 "The Close Corporation" means Ambleside Meats CC, Registration No 1999/014828/23.

1.1.3 "The Customer" means any person, partnership, company, close corporation or association on whose request or on whose behalf, the Close Corporation undertakes any business or delivers any goods or provides any service in terms of this agreement whose registered or given name is set out in point 1 of this Application.

1.1.4 "Goods" means any meat products or other products owned, controlled or handled by the Close Corporation whether as principal or agent.

1.1.5 "Signatory" means the person or persons signing the Application for Terms and Conditions of Sale on behalf of the Customer and binding the Customer to the Standard Trading Terms and Conditions of the Close Corporation.

1.2 The headings contained in these terms and conditions are for the purpose of reference only and shall not govern the interpretation thereof.

1.3 Words importing the singular shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine gender and words importing persons shall include companies and *vice versa*.

1.4 The terms and conditions shall be binding on and enforceable against the assigns, liquidators, curators or any other legal representative of the Customer as fully and effectively as if they had signed the application for Terms and Conditions of Sale and reference to the Customer shall be deemed to include its assigns, liquidators, curators and any other legal representatives as the case may be.

2. PURCHASE PRICE

2.1 The price charged will be those applicable at the date of despatch of the goods unless otherwise agreed in writing.

2.2 All prices quoted reflect prices before VAT.

2.3 In the event that the rate of VAT increases or decreases or VAT is withdrawn, the respective amounts payable shall be adjusted accordingly

3. CONDITIONS OF PAYMENT

3.1 Unless otherwise specifically agreed between the Close Corporation and the Customer in writing, the Customer shall pay to the Close Corporation in cash immediately upon presentation of the account concerned all sums due to the Close Corporation without deduction or set-off and payments shall not be withheld or deferred on the basis of any claims as alleged by the Customer against the Close Corporation.

3.2 All and any monies received from the Customer shall be appropriated by the Close Corporation in its sole and absolute discretion in respect of any debt owed by the customer to the Close Corporation which is not in dispute or any portion of such debt.

3.3 The Close Corporation shall under no circumstances be precluded from raising any debt or obtaining payment in respect of any fee or disbursements due to it.

3.4 The contents of any statement of account rendered by the Close Corporation to the Customer shall be deemed to be true and correct, unless disputed in writing and received by the Close Corporation within thirty (30) days after the date of despatch of the statement to the Customers.

3.6 In the event of the Customer -

- (a) failing to make payment of any amount owing on due date (as defined in clause 3.1 hereof and as may specifically be agreed in writing between the Close Corporation and the Customer);
- (b) failing to honour any other obligations within seven (7) days of receipt of written notice to do so;
- (c) committing an act which if committed by a natural person would constitute an act of insolvency in terms of Section 8 of the Insolvency Act, Act 24 of 1936 (as amended);
- (d) entering into a compromise of whatsoever nature with its creditors;

- (e) failing to satisfy a judgement granted against it within seven (7) days of the date of judgement;
- (f) passing on any goods acquired from the Close Corporation to any third party for resale without the prior written consent of the Close Corporation;
- (g) alienating or losing control of its business or, if a Close Corporation or close corporation, the shareholding or membership in such entity changing hands without the written consent of the Close Corporation first being obtained;
- (h) deviating from its former principle business or acquiring any ancillary or additional business without first informing the Close Corporation thereof in writing;

Then and in that event, the Close Corporation shall be entitled forthwith and without notice to the Customer-

- (i) immediately to suspend delivery of all orders-on-hand in respect of the Customer;
- (ii) summarily to cancel any sales agreement granted by the Close Corporation to the Customer, in which case all amounts owing by the Customer to the Close Corporation shall immediately become due and payable;
- (iii) to demand and obtain payment in respect of the full balance outstanding (notwithstanding the dates when such goods were purchased and when the amounts in respect thereof would ordinarily become due);
- (iv) claim any damages which may be due by the Customer to the Close Corporation flowing from non-payment or any breach of the aforesaid terms and conditions.

3.7 The Customer acknowledges that should payment not conform to the terms agreed between the Customer and the Close Corporation and the Close Corporation has to institute legal proceedings to collect the overdue amount, interest may be charged on any overdue amount at the maximum rate of interest allowed in terms of the Prescribed Rate of Interest Act, calculated and debited monthly in arrears from the date on which the amount became due.

4. QUOTATIONS

The Close Corporation shall be entitled at any time by notice to the Customer to cancel or resile from any quotation or agreement in circumstances where it becomes impractical or uneconomical for the Close Corporation to carry out the contract and the Customer shall have no claim whatsoever against the Close Corporation for any loss that the Customer may incur as a result of the Close Corporation cancelling or resiling from the quotation or agreement.

5. TRADE DISCOUNTS

No trade discounts whatsoever may be claimed by any Customer.

6. CUSTOMER'S INSTRUCTIONS

6.1 The Customer's instructions to the Close Corporation shall be in writing.

6.2 It is recorded that the provisions of clause 6.1 are inserted solely for the benefit of the Close Corporation which may waive such provisions in its sole discretion.

7. RESERVATION OF OWNERSHIP

It is expressly recorded and agreed that ownership in respect of any order placed by the Customer with the Close Corporation shall not pass to the Customer but shall remain with the Close Corporation notwithstanding the fact that delivery or partial delivery by the Close Corporation in respect of such order may have taken place, until and unless payment in respect of the entire order concerned has been effected by the Customer to the Close Corporation.

8. TIME FOR PERFORMANCE BY THE CUSTOMER

Time is of the essence for the performance by the Customer of all obligations owed to the Close Corporation in terms of any agreement which is governed by these terms and conditions.

9. DELIVERY

9.1 Whilst every effort will be made to deliver the goods as advised, the Close Corporation does not guarantee delivery on any specific date and shall not be liable for any damage caused in respect of late and/or incomplete delivery and/or non-delivery.

9.2 In the event of the Close Corporation delivering goods to a carrier or freight or forwarding agent for onward delivery to the Customer, delivery to such Customer shall be deemed to have taken place on delivery by the Close Corporation to the carrier or freight or forwarding agent as the case may be, and such carrier or agent shall be deemed to be the Customer's agent for this purpose.

9.3 The Customer shall upon signing the Close Corporation's delivery note on an unqualified basis, be deemed to confirm that proper delivery has taken place in respect of all goods charged.

9.4 Where the delivery note has been signed by the Customer with a qualification, the Close Corporation shall not be liable for any discrepancies unless the Customer has specified on the delivery note the exact nature of the discrepancy between the goods ordered and the goods delivered.

9.5 Any claim in respect of such discrepancy must be made in writing to the Close Corporation within ten days of receipt of goods.

9.6 It is recorded and agreed that goods are never sold on consignment or delivered on a consignment basis notwithstanding any contrary agreement concluded by the Customer with any agent or any other representative of the Close Corporation and despite any representations to the contrary which may have been made or alleged to have been made on behalf of the Close Corporation.

10. PASSING OF RISK

Notwithstanding the fact that ownership of the goods sold by the Close Corporation to the Customer shall not pass to the Customer until the full purchase price thereof has been paid, the risk in the goods shall pass to the Customer on delivery thereof.

11. RETURN OF GOODS AND PASSING OF CREDITS

No goods may be returned by the Customer to the Close Corporation and no credits may be passed in favour of the Customer.

12. LIMITATION OF CLOSE CORPORATION'S LIABILITY

12.1 The Close Corporation shall not be liable for any claim of whatsoever nature for damages or otherwise which arose from all or any of the following cases:-

12.1.1 Any negligent act or omission or statement by the Close Corporation or its servants, agents and nominees; and/or

12.1.2 Any act or omission of the Customer or agent of the Customer with whom the Close Corporation deals; and/or

12.1.3 any damage caused as a result of the failure of the Close Corporation to effect delivery timeously or at all for any reason whatsoever, notwithstanding the fact that the Close Corporation may have been negligent in this regard;

12.1.4 Any latent defect in any of the goods delivered by the Close Corporation;

12.1.5 Any representation or warranty made or alleged to have been made at any time in respect of the goods sold by the Close Corporation to the Customer;

12.1.6 Any damages or injury suffered by the Customer arising out of any cause whatsoever as a result of the Close Corporation's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate unless such a claim arises from a grossly negligent, reckless or fraudulent act on the part of the Close Corporation or its servants.

12.2 Notwithstanding anything to the contrary herein contained, the Close Corporation shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Close Corporation, its agents, servants or nominees, whether negligent or otherwise.

13. DISPUTES

13.1 Should there be any dispute of whatsoever nature between the Close Corporation and the Customer in regard to any aspect, matter or thing relating to or governed by these terms and conditions and whether or not the Close Corporation has executed its obligations in terms of any agreement it has with the Customer, then and In such event the Customer shall nevertheless be obliged to perform its obligations to the Close Corporation as though the Close Corporation had performed properly and to the Customer's satisfaction.

13.2 The Customer shall not be entitled to withhold payments of any amounts by reason of any dispute with the Close Corporation of whatsoever nature. Until such payment is made, any rights that the Customer may have, shall be deemed not yet to have arisen, and it is only payment to the Close Corporation which released such rights and makes them available to the Customer In respect of any claims which It may have against the Close Corporation.

13.3 In any dispute between the Close Corporation and the Customer, the Close Corporation shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreements between it and the Customer and the onus shall be on the Customer to prove the contrary.

14. NO CLAIM AGAINST CLOSE CORPORATION'S MEMBERS AND EMPLOYEES

The Customer undertakes that no claim will be made against any member, servant or employee of the Close Corporation which imposes or attempts to impose on him any liability in connection with the delivery of any goods or the rendering of any services which are the subject of these terms and conditions and the Customer hereby waives all and any such claims.

15. DEED OF SURETYSHIP

15.1 The signatory by his/her signature hereto (which appears below) hereby binds him/herself in his private and individual capacity as surety for and co-principal debtor *in solidum* with the Customer in favour of the Close Corporation for the due performance of any obligation of the Customer and for the payment by the Customer to the Close Corporation of any amounts which may at any time become owing by the Customer to the Close Corporation from whatsoever cause arising and including, but, without limiting the generality of the foregoing, any claims for damages and any actions against the Customer acquired by way of cession.

15.2 This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing, by the Close Corporation and then only provided that all sums then owing by the Customer (whether due or not) to the Close Corporation have been paid in full. The Signatory hereby renounces the benefits of the legal exceptions *non*

causa debiti (non-existence of the principal debt), *ordinis seu excussionis et divisionis* (the benefits of excussion and division) and “cession of actions” the force, meaning and effect of which he declares himself to be fully acquainted with.

15.3 The Signatory furthermore binds himself irrevocably to all of the Close Corporation's standard trading terms and conditions to which the Customer has been bound by virtue of his signature as appears hereunder.

15.4 All admissions and acknowledgements made by the Customer shall be binding on the signatory.

16. CESSION OF BOOK DEBTS

16.1 The Customer does hereby irrevocably and in its own interests, cedes, assigns and transfers unto and in favour of the Close Corporation all of its rights, title and interest in and to all claims, debts and book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons or entities (the Customer's debtors) without exception as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer to the Close Corporation.

16.2 Should it transpire that the Customer at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then and in that event, the cession shall operate as a cession of all the Customer's reversionary rights.

16.3 The Customer agrees that the Close Corporation shall be entitled, at any time, to give notice of this cession to all or any of the Customer's debtors.

16.4 The Customer further agrees that the Close Corporation shall, at any time, be entitled to inspect any of the Customer's books and/or records and take possession of such books and cessions in order to give effect to this cession.

17. DOMICILIUM

The Customer chooses as his *domicilium citandi et executandi* for all purposes hereunder the address reflected in this Application for Terms and Conditions of Sale under its name whilst the Close Corporation chooses as its *domicilium* the address of Ambleside Farm, Winterton, KwaZulu-Natal, 3340. 18.

18. PERMISSION TO CONDUCT CREDIT SEARCHES

By signature hereto, the Customer grants permission to the Close Corporation to make all and any enquiries and to conduct all and any investigations as may be necessary in order to ascertain, determine and monitor the creditworthiness of the Customer whether in respect of the current application for Terms and Conditions of Sale on the part of the Customer or at any time thereafter. In this regard, the Customer undertakes to authorise its banker and any other financial institution which may have any information pertinent to the creditworthiness of the Customer to provide all such information concerning the Customer as the Close Corporation may reasonably require.

19. GENERAL

19.1 If any provision of these terms and conditions is unenforceable then such provision shall be severed from the remaining terms and conditions, which shall not be affected and shall remain of full force and effect.

19.2 No indulgence, leniency or extension of time which the Close Corporation may grant or show to the Customer shall in any way prejudice the Close Corporation or preclude the Close Corporation from exercising any of its rights in the future.

19.3 The Close Corporation makes no warranties or representations to the Customer save as may be specifically provided for herein. The Customer acknowledges that the Close Corporation is in no way bound by any statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representatives or any other person acting or purporting to act for and on behalf of the Close Corporation whether negligently or otherwise, unless such statement, representation, guarantee, promise undertaking, warranty or inducement is reduced to writing and signed on behalf of both the Customer and the employee of the Close Corporation only authorised to represent the Close Corporation by written resolution of the members of the Close Corporation to this effect.

19.4 The Close Corporation shall at any time in its sale discretion be entitled to cede all or any of its rights in terms of this application for Terms and Conditions of Sale and Deed of Surety ship to any third party without prior notice to the Customer

19.5 No alteration, cancellation, variation of, or addition hereto shall bind the Close Corporation or Customer unless reduced to writing and signed by or on behalf of the Customer and the Close Corporation.

20. LEGAL COSTS / INTEREST

In the event of the Close Corporation instructing its Attorneys to take any measures for the enforcement of any of the Close Corporation's rights under this Agreement, the Applicant, debtor, shall pay to the Close Corporation such collection charges and other legal costs, on an attorney and own client basis, as shall lawfully be charged by such Attorneys to the Close Corporation, on demand therefor by the Close Corporation. The debtor will pay to the Close Corporation interest at the rate of 10.5% (ten comma five percent) per annum on any moneys due but unpaid by the Debtor to the Close Corporation, such interest to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable, until payment of such moneys in full.

21. JURISDICTION OF MAGISTRATE'S COURT

The Applicant and the person/s who executes the deed of suretyship below hereby consents in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Customer and/or the Surety and Co-Principal debtor for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that the Close Corporation shall be entitled to bring any action in any other competent Court, and shall not be obliged to approach the Magistrates Court, which has jurisdiction over the Applicant and/or the Surety and Co-Principal debtor.

22. CERTIFICATE OF INDEBTEDNESS

The Customer confirms that a certificate signed by the Credit Manager or any member of the Close Corporation showing the amount owing by the Customer to the Close Corporation shall be sufficient proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purpose of any action (whether by way of provisional sentence, summary judgment or otherwise) proof of the debt on insolvency or for any purpose whatsoever. Where the quantum of the Close Corporation's claim is thereafter disputed by the Customer, the Customer shall bear the onus of proving that such amount is not owing and/or due and/or payable.

23. DECLARATION OF SIGNATORY

The Signatory to this application on behalf of the Customer agrees and warrants that:-

23.1 He has authority to represent the Customer in contracting with the Close Corporation and to sign this application on behalf of the Customer.

23.2 The information contained in the Customer's application is true and correct in all respects and that no material facts have been omitted which may adversely affect this application.

23.3 Should any material change to the above information take place subsequent to the signing of this Application for Terms and Conditions of Sale, he shall notify the Close Corporation in writing forthwith of the full details of such change.

23.4 He has read the above terms and conditions and, in particular the terms of the Deed of Surety set out in clause 15 hereto and the sub-paragraphs thereto.

23.5 Both he/she and the Customer are bound by all terms and conditions as set out herein.

ACKNOWLEDGEMENT BY APPLICANT

THE APPLICANT ACKNOWLEDGES THAT IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT 68 OF 2008, ITS ATTENTION HAS BEEN DRAWN SPECIFICALLY TO THE PROVISIONS OF STANDARD TERMS AND CONDITIONS OF SALE 4, 10, 13, 14, 15, AND 20 (LIMITED LIABILITY) AND 3.4, 14 and 23 (ACKNOWLEDGEMENT OF FACT) ABOVE AND THAT IT UNDERSTANDS THE FACT, NATURE AND EFFECT OF THESE PROVISIONS AND ACCEPTS THE SAME.

Customer / Customer's representative's Initial

Print Name of Signatory: _____

Physical Address of Signatory: _____

SIGNED BY APPLICANT/ OBO APPLICANT

FULL NAME OF APPLICANT

CAPACITY OF SIGNATORY

Witness 1 _____

Witness 2 _____

DATED AT _____ ON THIS _____ DAY OF _____, 2020

OFFICIAL USE

It will be the responsibility of the Sales Person to complete the checklist below before submitting this application form:

Name of Sales Person: _____ Contact Number: _____

Distribution Point: _____ Price list: _____

NB: Supporting documents to be attached to this application:

(Please refer to the trading entity selected on Page 1)

<p>A . Sole Proprietary and Partnerships:</p> <ul style="list-style-type: none">○ ID Copies○ FICA compliant proof of residence○ Vat Certificate if Applicable	<p>B. Trust</p> <ul style="list-style-type: none">○ Letter of authority / Trust Appointment○ IT Number○ FICA compliant proof of residence and business○ Vat Certificate if Applicable
<p>C. Closed Corporation</p> <ul style="list-style-type: none">○ CIPRO Documents○ ID of authorised signatory○ FICA compliant proof of residence and business○ VAT Certificate if Applicable	<p>D. Public and Private Companies</p> <ul style="list-style-type: none">○ CIPRO Documents○ ID of authorised signatory○ FICA compliant proof of residence and business address

Sage Credit check performed: _____

Good Standing: _____

Credit limit allowed: _____

Terms granted: _____ **Terms as per request:** _____

Explanation for difference: _____

Account number: _____

DULY AUTHORISED OBO AMBLESIDE MEATS CC