

# eThekwini Cheese

3 Jack Smith Road, Ballito, KZN, South Africa  
P.O. Box 1041 Simbithi Umhlali 4390  
Reg no. 2015/112099/07  
Vat no. 4370273569  
Tel: +27 32 815 2730

  
**Agent: JAMLUDI**  
**Jeremy Shearer**  
**079 639 2700**  
**jeremy@jamludi.org**  
**www.jamludi.org**



## APPLICATION FOR CREDIT

### PLEASE READ THESE INSTRUCTIONS BEFORE COMPLETING THE FORM

1. Before completing the form, please read the Terms and Conditions of Sale and
2. complete the Surety overleaf.
3. Please provide all details stipulated including account numbers, references etc. Failure to do so may result in rejection of this application.
4. Initial on each page.
5. Full signature of owner / partner / director / member / trustee on last page, together with authorisation to sign this document, if applicable.

### SECTION A: CUSTOMER INFORMATION

Full registered name of Applicant

Trading name of Applicant

#### **Delivery Address:**

Address Line 1  
Address Line 2  
Address Line 3  
Address Line 4

Postal Code

Phone Number ( ) Fax No ( )

Contact Name

#### **Statement Address:**

Address Line 1  
Address Line 2  
Address Line 3

Postal Code

Country **R S A**

Phone Number ( )

Registered office (if CC or Company) Registration no:

E-mail address

Business conducted since VAT registration no.

Nature of Business

Tenure of business property Owner Tenant Name of Landlord

Landlord address Tel no.

**SECTION B: BUSINESS OWNERSHIP**

Describe the form of business ownership	Closed Corporation	Company	Partnership	Privately owned business	Other (specify below)
Name of Owner(s) / Members / Partners / Directors	ID Number (Attach copies of ID)	Residential Address		Tel no.	Cell no.

**SECTION C: TRADE REFERENCES**

Name	Date of opening the Account	Account Number	Approximate value of monthly purchase	Tel no.	Cell no.
				( )	
				( )	
				( )	
				( )	
				( )	

**SECTION D: FINANCIAL DETAILS**

<b>Name of Company Auditors</b>		<b>Contact Person</b>
<b>Address of Company Auditors</b>		<b>Telephone no.</b> ( )
<b>Name of Bank</b>		<b>Bank Tel no.</b> ( )
<b>Account Number</b>		<b>Type of Account</b>
<b>Credit limit applied for (Value of two month's purchases from eThekwini Cheese)</b>		
<b>Guarantees offered: Yes / No</b>	<b>Details:</b>	

**SECTION E: GENERAL**

Copies of the following documents have to accompany the application:

Company (Public or private):

- Relevant documents of incorporation
- Latest registered forms from CIPRO (Companies and Intellectual Properties Registration Office)
- Authorisation to sign on behalf of the Company (Resolution)
- VAT registration document

Close Corporation:

- Relevant documents of incorporation
- Latest registered forms from CIPRO (Companies and Intellectual Properties Registration Office)
- Authorisation to sign on behalf of the Corporation (Resolution)
- VAT registration document
- ID Documents of the Members

Partnership / Individual:

- VAT registration document
- ID Documents

A copy of the Applicant's letterhead must be included

In addition to the above, and in order for eThekwini Cheese to provide / grant responsible credit, the following information is needed:

1. Audited Financial Statements of the business for most recent financial year end
2. Number of credit agreements and full details thereof.

## TERMS AND CONDITIONS OF SALE

### WHEREAS

eThekwini Cheese. (Pty) Limited ("eThekwini Cheese") is the supplier of dairy and other food products ("the products") and the purchaser is desirous of procuring the products from eThekwini Cheese on credit. The parties wish to reduce to writing the terms and conditions for the credit application.

### RECORDAL

It is specifically recorded that the terms and conditions herein contained shall apply to any transaction entered into with eThekwini Cheese and the Purchaser's own conditions of purchase shall not supersede these conditions of sale. It is further recorded that these terms and conditions shall apply, as soon as the Purchaser has been informed that this application has been successful.

#### 1. DELIVERY

The purchaser acknowledges that: -

- 1.1 delivery of the products by eThekwini Cheese shall be accompanied by a delivery note or a tax invoice and agrees that such delivery note or tax invoice shall be *prima facie* proof of the proper delivery of the products;
- 1.2 under no circumstances shall eThekwini Cheese be liable for any damages of whatsoever nature which it may suffer either by virtue of non-delivery or late delivery of the products whatsoever.
- 1.3 the risk in and to the goods shall pass from eThekwini Cheese to the purchaser at the time of delivery notwithstanding that ownership will not pass to the purchaser until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of eThekwini Cheese's delivery note or eThekwini Cheese's tax invoice.

#### 2. PAYMENT

Payment by the purchaser of the purchase amount shall be made within 30 days of date of statement. The purchase price shall be the price quoted by eThekwini Cheese and shall be reflected on the invoice.

The Purchaser acknowledges that credit facilities may be withdrawn by eThekwini Cheese at any time with prior notice if it seems to that the purchaser is not able to repay the outstanding account or in the event of the purchaser not adhering to the terms of this agreement.

The Purchaser agrees that the nature and duration of any credit facilities granted by eThekwini Cheese shall at all times be in its sole discretion.

#### 3. AGENCY

This agreement is personal to the parties and the purchaser shall not be entitled to cede any of its rights or delegate any of its obligations in terms of this agreement.

#### 4. INDEMNITY

The purchaser hereby indemnifies eThekwini Cheese against all actual or contingent losses, liabilities, damages, costs and expenses of any nature whatsoever which the Purchaser may suffer or incur as a result of or in connection with the supply of the products by eThekwini Cheese to the purchaser.

#### 5. CERTIFICATE

A certificate under the hand of any manager or director of eThekwini Cheese (whose authority need not be proven) as to the existence and amount of the indebtedness of the purchaser to eThekwini Cheese at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, the rate of interest applicable thereto and/or as to any other fact, matter or thing relating to the indebtedness of the purchaser to eThekwini Cheese shall, in the absence of manifest error, be:-

*prima facie* proof of its contents and of their correctness for all purposes;

valid as a liquid document for purposes of any provisional sentence, summary judgment or other proceedings instituted by eThekwini Cheese against the purchaser; and

deemed to be sufficiently particular for the purposes of pleading or trial in any action or other proceedings instituted by eThekwini Cheese against the purchaser.

#### 6. JURISDICTION

The purchaser hereby consents and submits to the jurisdiction of the Magistrates' Court in respect of any dispute or claim arising out of or in connection with this agreement. Notwithstanding the foregoing, the purchaser hereby agrees in terms of Section 45 of the Magistrates Courts Act 32 of 1944 ("The Act") that eThekwini Cheese shall, at its option, be entitled to institute any legal proceedings which may arise out of or in connection with this agreement in any Magistrate's Court having jurisdiction in respect of such proceedings in terms of Section 28 of the Act, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of such Magistrates Court.

#### 7. COSTS

The purchaser agrees that should eThekwini Cheese have recourse to legal action in order to enforce the terms of agreement or any of its rights in terms of this agreement, that it shall be liable to pay the legal fees incurred by eThekwini Cheese on the scale as between attorney and own client, together with any collection commission payable as a consequence of such proceedings.

#### 8. NATIONAL CREDIT ACT, ACT 34 OF 2005 ("the act")

The Purchaser warrants that all information supplied by it, including financial information is true and correct.

The reason for such information is solely due to the fact that eThekwini Cheese is committed to grant responsible credit.

After completing this form, you are entitled to a copy thereof and furthermore to advise eThekwini Cheese within 5 (five) days after signature hereof whether or not you require eThekwini Cheese to consider the Application.

#### 9. GENERAL

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. eThekwini Cheese shall not be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein.

This agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.

No indulgence or extension of time which either party may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.

Without prejudice to any other provision of this agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either party shall be bound by this agreement.

#### 10. INTEREST

The rate of interest on any outstanding amount in terms hereof will be the maximum rate allowed by the National Credit Act, Act 34 of 2005.

**11. BREACH**

Should the purchaser breach any provision of this agreement and fail to remedy such breach within seven days after receiving written notice requiring such remedy, then (irrespective of the materiality of such breach or provision) eThekwini Cheese shall be entitled, without prejudice to its other rights in law including any right to claim damages, to cancel this agreement forthwith.

11.2 In the event of the purchaser defaulting in making payment of any amount that has become due and owing then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the purchaser

11.3 eThekwini Cheese shall be entitled to set-off any amount presently or in future payable by it to as a result of any cause whatever.

11.4 All payments received by eThekwini Cheese in terms of this agreement shall, unless eThekwini Cheese elects otherwise, be appropriated firstly to the interest and cost and thereafter the capital recoverable by eThekwini Cheese.

**12 DOMICILIUM AND NOTICES**

12.3 The purchaser chooses its *domicilium citandi et executandi* ("domicilium") as the address for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving of any process, as set out in the face of this document.

12.4 The purchaser shall be entitled from time to time, by giving written notice to eThekwini Cheese to vary its physical domicilium to any other physical address (not being a post office box or *poste restante*) within the Republic of South Africa, and to vary its facsimile domicilium to any other facsimile number.

**13 CONSENT**

13.1 The Purchaser consents to eThekwini Cheese making enquiries about its credit record with any credit reference agencies for the purposes of assessing this credit application or updating its information in future in addition thereto the Purchaser consents that it may be contacted by such agencies to request additional information from the Purchaser and/or to verify information supplied by the Purchaser.

13.2 The Purchaser consents further to eThekwini Cheese sharing information with such agencies about how it manages this agreement during the duration hereof, who may in turn share the information so provided with other credit providers.

13.3 The Purchaser further consents to eThekwini Cheese conducting identity and fraud prevention checks and sharing information relating to this agreement with the South African Fraud Prevention Service.

**ON BEHALF OF THE PURCHASER** (who warrants that he/she is authorised to sign this document):

FULL NAMES: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(Please attach copy of ID)

WITNESS 1 \_\_\_\_\_

WITNESS 2 \_\_\_\_\_

**ON BEHALF OF ETHEKWINI CHEESE** (who warrants that he/she is authorised to sign this document):

FULL NAMES: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(Please attach copy of ID)

WITNESS 1 \_\_\_\_\_

WITNESS 2 \_\_\_\_\_

1. SURETYSHIP FOR \_\_\_\_\_ (“THE PURCHASER”)

- 1.1 The surety hereby binds himself in favour of eThekwini Cheese as surety for and co-principal debtor *in solidum* with the purchaser for the due and punctual payment and performance by the purchaser of all its present and future obligations to eThekwini Cheese in terms of this agreement.
- 1.2 The suretyship shall remain in full force and effect notwithstanding: -
  - 1.2.1 any amendment/s to this agreement and/or any other agreement for the time being subsisting between eThekwini Cheese and the purchaser; or
  - 1.2.2 any indulgence, concession, leniency or extension of time which may be shown or given by eThekwini Cheese to the purchaser; or
  - 1.2.3 the failure to acquire or the acquisition or the release by eThekwini Cheese of any surety or other security for the purchaser's obligations in terms of this agreement; or
  - 1.2.4 any compromise or other arrangement in terms of which the purchasers' obligations to eThekwini Cheese are reduced or discharged, in which event surety shall, as a principal and independent obligation, pay to eThekwini Cheese the full amount of eThekwini Cheese 's claims against the purchaser in terms of this agreement prior to such compromise or other arrangement less any amounts actually received by eThekwini Cheese on account of such claims.
- 1.3 The surety's liability in terms of this suretyship may not be terminated by surety and shall only terminate after payment and performance in full of all the purchasers' obligations in terms of this agreement.
- 1.4 Surety hereby renounces the benefits of the defences and legal exceptions known as "*non numeratae pecuniae*", "no value received", "*non causa debiti*", "*errore calculi*", "revision of accounts", "*de duobus vel pluribus reis debendi*", "excussion", "division" and "cession of actions", with the meaning and effect of all of which he declares himself to be fully acquainted.
- 1.5 The surety chooses its *domicilium citandi et executandi* ("domicilium") for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving of any process, as set out hereunder.

**FOR THE SURETY:**

FULL NAMES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Please attach copy of ID)

WITNESS 1 \_\_\_\_\_

WITNESS 2 \_\_\_\_\_

**ON BEHALF OF ETHEKWINI CHEESE (who warrants that he/she is authorised to sign this document):**

FULL NAMES: \_\_\_\_\_

DESIGNATION \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Please attach copy of ID)

WITNESS 1 \_\_\_\_\_

WITNESS 2 \_\_\_\_\_