## AGREEMENT

#### between

## FARMHILL CHEESE PTY LTD Registration Number: 2014/022079/07 ('SUPPLIER")

#### and

CUSTOMER

**Registration Number:** 

## TERMS AND CONDITIONS OF SALE (Including Deed of Suretyship)

- INTERPRETATION
- In this agreement
- In this agreement clause headings are for convenience and shall not be used in its interpretation; unless the contract clearly indicates a contrary intention an expression which denotes any gender includes the other gender. 13
- 1.3.1 1.3.1.1
- 1.3.1.2 1.3.1.3
- 1.3.2
- any gender includes the other gender. a natural person includes an artificial person and vice versa. the singular includes the plural and vice versa. the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings "customer" shall mean the person whose name appears on the customer application annexed hereto, adjacent to the caption "Registered name of customer", or if no such application is annexed hereto, or no name appears thereon, or in any other circumstances, any person or persons at whose request or on whose behalf the supplier undertakes to supply any goods, do any business, or provide any advice or service: "signatory" shall mean the individual who signs this agreement and the annexed customer application on behalf of the customer. "supplier" shall mean Farnhill Cheese Pty Ltd. "goods" shall mean any goods or services of whatsoever nature that are supplied by the supplier to the customer in terms of this agreement. "Invoice price" shall mean the price reflected on the supplier's invoice and any additional charges 1.3.2.1
- 1.3.2.2
- 1323
- 1.3.2.4
- 1325
- the customer in terms of this agreement. "Invoice price" shall mean the price reflected on the supplier's invoice and any additional charges and taxes which may or may not be reflected on the supplier's invoice. "this agreement" shall mean the entirety of this agreement including annexures currently attached or to be attached to this agreement in the future. **THESE TERMS AND CONDITIONS TO PREVAIL** 1.3.2.6

#### 2. 2.1

- THESE TERMS AND CONDITIONS TO PREVAIL It is recorded that the only basis upon which the supplier is prepared to do business with the customer is that, notwithstanding anything in the customer's enquiry, acceptance, order or other documentation or any other documentation or discussion/s to the contrary, the terms and conditions contained herein shall constitute the sole terms of the agreement between the supplier and the customer and shall operate in respect of all business between the customer and the supplier. All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the supplier is and shall be subject to the terms and conditions contained herein, and each term and condition shall be deemed to be incorporated in and to be a term and condition of any agreement between the supplier and the customer. NO VARIATIONS OR AMENDMENTS
- 2.2

### 3. 3.1

- This agreement constitutes the whole agreement between the customer and the supplier relating to the subject matter hereof. Unless the context indicates otherwise this agreement incorporates mutatis mutandis, all and any customer agreements operative between the parties immediately prior to the date of last signature. Subject to what is set out in clause above, if there is any conflict between the provisions of this
- 3.2 agreement and any customer agreements (if any), at any time, the provisions of this agreement shall
- No amendment, variation or consensual cancellation of this agreement or any provision or term No amendment, variation or consensual cancellation of this agreement or any provision or term 3.3 No anchance of any agreement, bill of exchange or other document issued or executed pursuant to, or in terms of this agreement, bill of exchange or other document issued or executed pursuant to, or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by an authorized representative of the supplier. Any such extension, waiver, relaxation, or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was
- given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given. No extension of time, waiver, or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate at an estoppel against the supplier in respect of its rights under this agreement, nor shall it operate so as to preclude the supplier thereafter from exercising his rights strictly in accordance with this agreement. The supplier shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract between the supplier and the customer or not 3.4
- 3.5 or not.
- No person other than a duly authorized manager of the supplier has any authority to delete, amend or in any respect vary any of these conditions or accept any other conditions or agree to a consensual cancellation hereof. QUOTATIONS 36

- 4. 4.1
- QUOTATIONS Any quotation given is not an offer by the supplier to sell the goods but constitutes an invitation by the supplier or the customer to do business with the supplier. A quotation may be revoked at any time by the supplier. The supplier may accept or reject, in whole or in part, any order placed upon it by the customer pursuant to the quotation. Accordingly, a contract shall only come into force between the supplier and the customer if, after receipt by the supplier of the customer's order or acceptance of the quotation, the supplier confirms to the customer that such a contract has been concluded or if the supplier supplies, or tenders to supply the goods in question to the customer. The quotation is based on rates ruling at the date of quotation. **PLACING OF ORDERS** 4.4

- 5. 5.1 PLACING OF ORDERS If telephone orders are placed by the customer, the supplier may require such orders to be confirmed in writing by the customer, prior to acceptance by the supplier. Any order shall upon acceptance thereof by the supplier be irrevocable by the customer. Any variation to the orders must be agreed to and be accepted in writing. INVOICE PRICE AND PAYMENT
- 5.2 5.3
- Divolve FACE AND FAINEAU Orders are accepted by the supplier only on the basis that the price charged will be those ruling at the date of acceptance of the order by the supplier, unless otherwise expressly stated. The customer shall be obliged to pay to the supplier, simultaneously and in addition to the invoice 61 6.2
- price herein -6.2.1
- the amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment of whatsoever nature which comes into force on a date after the date on which any price charged is determined. any other additional costs of any nature whatsoever arising due to factors beyond the control of the 6.2.2
- supplier. suppier. In particular, but without limiting the generality of the aforegoing, the supplier shall be entitled to increase the invoice price in respect of any goods supplied in order to make provision for any increases in cost arising as a result of or during the period of any delay caused by the customer. The invoice price in respect of any goods sold by the supplier to the customer in terms of this 6.3
- 6.4 agreement shall be payable – by the customer to the supplier, at the supplier's office or at such other place as the supplier may 641
- 6.4.2
- by the customer to the supplier, at the supplier's office or at such other place as the supplier may direct from time to time. in case, in event of receiving an R/D cheque, all terms will revert to c.o.d. (cash only). In South African rand ("the currency") without deduction or set-off and free of any exchange; and During or before the expiry of the credit period indicated on the consumer application, which is annexed hereto, which period shall commence upon the issuing of an invoice by the supplier, or if there is no credit period indicated, or no credit period has been approved in terms of below, or no customer application is annexed, cash on delivery. After the completion of the customer application by the customer the supplier shall at its own discretion by entitled to 6.4.4
- 6.5

- 6.5.1 make such enquiries as it may deem necessary to determine whether or not to grant the customer credit as applied for in the customer application, or on any other terms, or at all;
   6.5.2 determine whether to grant the customer credit as applied for in the customer application, and
- 6.5.2 6.5.3
- determine whether to grant the customer creat as applied for in the customer application, and inform the customer of the determination made pursuant to above. Until a determination is made by the supplier as contemplated in above any goods supplied by the supplier to the customer shall be supplied on a cash on order basis only. The supplier shall not be obliged to decide in terms of above and to the extent that it does not, any goods supplied by the supplier to the customer shall be supplied on a cash on order basis only. The customer shall provide at its cost the necessary labour, equipment or facilities required for the off-loading of goods. 6.6 6.7
- 6.8
- The customer shall any provide at its cost the necessary habout, equipment of nationals required for the off-loading of goods. The customer has no right to withhold, defer or set off payment for any reason whatsoever nor shall any payment be withheld by virtue of any alleged counterclaim against the supplier by the customer. **RISK** 6.9
- 7.1
- **RISK** The risk of damage to or destruction of goods passes to the customer on delivery thereof by the supplier to the customer or its agent or when the goods have been made available for collection by the supplier or its agents (collectively referred to as "delivery"). On delivery the customer will be deemed to have accepted the goods ordered by it, which goods will be deemed to be in prepare radies and frage of defacts.
- 7.2 be deemed to be in proper order and free of defects. **DELIVERY**
- **DELIVERY** Partial delivery shall not affect the payment period where a credit passed has been approved and where no credit period has been approved the customer shall pay the full invoice price, notwithstanding partial delivery. Any delivery date indicated by the supplier shall merely be regarded as the estimated date of delivery and shall not bind the supplier to effect delivery on or near such date. The customer shall accept delivery whenever it is tendered and shall not be entitled to resile from the agreement nor to withhold or defer any payment nor to a reduction in price nor to any other right buy other right buy in the indicated by the supplice in the set of the set 8.1
- 8.2
- 8.3 agreement not to winnind or deter any payment not to a reduction in price not to any other legit of remedy against the supplicit, its servants, agents or any other persons for whom it is liable in law (in whose favour this constitutes a stipulatio alteri) whether for losses, costs, damages, expenses, interest or otherwise (not limited ejusdem generis) on account of delays in effecting delivery, partial delivery or non-delivery, whether occasioned by any negligent (including grossly negligent) act or omission, on the part of the supplier, its servants, agents or any other persons for whom it is liable in law, or
- 84
- not. If the goods are to be delivered by road, the customer shall be obliged to procure that the delivery destination shall be easily accessible to road transport vehicles. The customer shall be responsible for off-loading the goods at the delivery destination. If the goods are to be delivered by rail, the customer shall be responsible for collection of the goods at the railhead. The customer shall be obliged to inspect all goods upon delivery and shall endorse the delivery note as to any missing or damaged goods. No claims for missing or damaged goods shall be valid unless the delivery note has been endorsed as aforesaid and unless, in addition, the customer notifies the supplier in writing within 3 (three) business days of the delivery of the goods of the claim in question and the goods relating to such claim, furnishing full details in regard thereto. The customer shall bear the onus of provine that upon delivery. any coolds are missing or damaged or that the customer shall 8.5
- and the goods relating to such claim, furnishing full details in regard thereto. The customer shall bear the onus of proving that upon delivery, any goods are missing or damaged or that the customers order was in any way not complied with. If the supplier is unable to deliver the goods to the customer due to any act or omission on the part of the customer or where the customer fails or refuses for any reason whatsoever to collect the goods for more than 14 (fourten) days from date of dispatch, the supplier shall be entitled to charge the customer for the storage of the goods at a rate of 2% (two percent) of the invoice value of the goods per month, subject to a minimum of R150-00 (one hundred and fifty rand) per month, calculated from the date when the goods were available for dispatch or collection. The customer shall be obliged to furnish information necessary to enable delivery of the relevant goods to be affected and if the customer fails or refuses to do so, or if it fails or refuses delivery, the goods shall, without prejudice to the provisions of clause, be deemed to have been delivered to the
- 8.7
- goods to be affected and if the customer fails or refuses to do so, or if it fails or refuses delivery, the goods shall, without prejudice to the provisions of clause, be deemed to have been delivered to the customer upon notification by the supplier to the customer to that effect. If the supplier agrees to engage a third party to transport the goods, the supplier is hereby authorized to engage a third party on the customer's behalf and on the terms deemed fit by the supplier. The customer hereby indemnifies the supplier against any claims that may arise from such agreement against the supplier. The customer shall reimburse the supplier for any costs incurred in arranging special delivery, including but not restricted to the cost of necessary disbursements and insurance. Any documentation purporting to evidence the said extra costs will be deemed to be prima fide proof thereof. 8.8

#### WARRANTIES AND GUARANTEES 9. 9.1

- WARRANTIES AND GUARANTEES No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this agreement shall be binding on the supplier, the customer irrevocably waiving any right (common law or otherwise) it may have to rely thereon, and the goods are purchased on the basis that they are taken voetstoots and with the exclusion of all common law and other remedies including sedilitian remedies, whether as to the suitability of the goods sold for any specific purposes or (without limiting the generality of the aforegoing) otherwise. The customer shall have no claim of any nature whatsoever whether for damages, a remission of the invoice price cancellation or otherwise.
- 9.2 The customer shall have no claim of any nature whatsoever whether for damages, a remission of the invoice price, cancellation or otherwise, against the supplier, its servants, agents or others on whose behalf the supplier would be liable, in respect of any loss or damage sustained by the customer of any nature whatsoever or any damage caused to the assets of the customer or assets kept on its premises by any third parties or in regard to the customer's business or sustained by any of its customers, howsoever caused including the negligent (including grossly negligent) acts or omissions of the supplier, its servants, agents or others for whom it may be liable in law. This constitutes also a stipulatio alteri in favour of such persons the benefits of which may be accepted by them at any time. The parties agree that the supplier's negligence (gross or otherwise) or any act or omission on its part. For the purposes hereof, any reference to the supplier shall liable in sublic in save, agents or contractors or any other person for whose acts or omissions the supplier shall liable in the supplier is liable in the supplier is negligence (gross or otherwise) or any act or omission on its part. For the purposes hereof, any reference to the supplier shall include its servants, agents or contractors or any other person for whose acts or omissions the supplier may be liable in law. This also constitutes a stipulatio alteri in favour of such persons the benefits of which may be accepted by them at any time.
- them at any time
- them at any time. The supplier shall be relieved of all obligations in terms of this clause, if goods which become defective resulting from damage during transportation, or by handling or storage in a manner or environment not conforming to the instructions or specifications of the supplier or which the customer ought reasonably to be aware of. 94
- 9.5
- customer ought reasonably to be aware of. Notwithstanding the aforesaid warranties, the supplier shall be under no liability to the customer until the customer has paid the full amount due to the supplier in respect of the goods concerned. Notwithstanding anything to the contrary in this agreement, the supplier shall not be liable to the customer by reason of any representation or implied warranty, condition of other term or any duty at common law, or under the express terms of this agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of the supplier or its employees or agents or otherwise) arising out of or in connection with any act or omission of the supplier relating to the supply of the goods, their resale by the customer or use by any third party. **OWNERSHIP** 96 10. 10.1
- OWNERSHIP Ownership of the goods shall not pass to the customer until the invoice price (including interest if any) in respect of the goods in question has been paid. The provisions hereof shall apply notwithstanding the onward delivery by the customer of such goods to third parties. The supplier reserves the right to inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The customer shall be obliged to advise the
- 10.2 supplier of the name and address of the landlord of any such premises and shall promptly advise the supplier of any change in the name and/or the address of any landlord or of any new landlord.



10.3 The customer shall take all such steps as may be necessary to notify interested third parties that ownership of the relevant goods has not passed from the supplier to the customer. The customer shall inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The customer shall produce written proof of such notices to the supplier or downerd.

#### BREACH

- **BREACH** If the customer breaches any of the terms or conditions hereof or any other agreement with the supplier or fails to pay any amount payable by it on due date or commits any act of insolvency or endeavour to compromise generally with its creditors or does or causes to be done anything which may prejudice the supplier's rights hereunder or at all, or allows any judgment against it to remain unsatisfied for 7 (seven) days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, the supplier shall have the right, without prejudice to any other right which it may have against the customer, to elect to 11.1
- 11.1.1
- 11.1.1 treat as immediately and due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the agreement and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder as well as under any other contract with the customer until the customer has remedied the breach.
  11.1.2 The supplier shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the customer is indebted to the supplier in any amount whatsoever in respect of any cause whatsoever of rails to comply with a obligations to the supplier, whether arising out of this contract or otherwise. Without limiting the generality of the aforegoing, if delivery of any order is to take place in stages, the supplier shall not be obliged to deliver any part of the order until the invoice price which is due in respect of the part of the order which has already been deliverd, has been paid. been paid.
- 11.3 No claim under this contract will arise against the supplier unless the customer has given the supplier 30 (thirty) days written notice sent by prepaid courier service to rectify any defect or breach of contract.
- of contract. The customer agrees that the amount due and payable to the supplier shall be determined and proven by a certificate issued by the supplier and signed on its behalf by any person duly authorized by the supplier, which authority need not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the customer. The customer hereby indemnifies the supplier against all damage of whatsoever nature, howsoever and by whomsoever caused in relation to the removal of goods, and without derogating from the generality of the aforegoing, the removal of goods, and without derogating from the generality of the aforegoing, the removal of repossessed goods from the premises of the customer. The customer hereby agrees that the supplier shall not be required to furnish any security in terms of the applicable rules of court or legislation. **DOMICILUM AND NOTICES** 11.4
- 11.5
- 11.6
- 12. 12.1
- 12.2
- **DOMICILIUM AND NOTICES** The parties choose domicilium citandi et execut5andi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement as their addresses and telefacsimile numbers as set out herein. If the domicilium addresses reflected differs in the customer application annexed hereto the supplier shall in its sole discretion regard either of the addresses as the customer domicilium. Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that addressee on the 10<sup>th</sup> (tenth) business day from the receipt of the notice by the addressee 12.3 notice by the addressee.
- Any notice to a party -12.4.1
- Any notice to a party = sent by courier service in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 5<sup>th</sup> (fifth) business day after dispatch by courier (unless the contrary is proved).
- 12.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of
- delivery, or 12.4.3 sent by telefax to its chosen telefax number stipulated in clause, shall be deemed to have been received on the 2<sup>nd</sup> (second) business day after dispatch (unless the contrary is proved). GENERAL
- 13.1
- Disagreement is personal to the customer, who may not without the written consent of the supplier assign, dispose of, sub-contract or otherwise delegate any of its obligations or rights hereunder. The customer is an independent contractor and nothing in this agreement shall create, or be deemed to create a partnership or the relationship pf principal and agent or employer and employee between 13.2 the parties

#### NO CESSION 14.

- The customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this agreement to any third party in terms of this agreement to any third party. SECURITY FOR OBLIGATIONS 15.
- SECURITY FOR OBLIGATIONS The supplier reserves the right to require satisfactory security from the customer for the due performance of any of the customer's obligations hereunder including but not limited to the payment of the invoice price. If the supplier so requires, the customer shall deliver to the supplier prior to the supplier complying with any of its obligations hereunder, confirmed irrevocable letters of credit by financial institutions acceptable to the supplier. If such security or guarantees or letters of credit are not furnished with 7 (seven) days after any such demand, the supplier shall be entitled, without prejudice to any of its rights, to withdraw from the contract in whole or in part. COSTS
- 16. 16.1
- **COSIS** The customer shall be liable for all costs incurred by the supplier in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

- The customer undertakes to pay the costs of the suretyship and cession contained herein, including 16.2 any stamp duty payable thereon and agrees that such costs can be debited to the customer's account
- upon acceptance. SURETYSHIP AND WARRANTY OF AUTHORITY The signatory, by his signature hereto, binds himself in favour of the supplier, its successors-in-title and assigns as surety for and co-principal debtor in solidum with the customer for the due and punctual performance by the customer of all its obligations to the supplier in terms of this agreement. The suretyship shall remain of full force and effect notwithstanding any amendment/s to this agreement and/or any other agreement for the time being subsisting between the parties. 17.1 17.2
- 17.2.1
- 17.2.2 any indulgence, concession, leniency, or extension of time which may be shown or given by the supplier to the customer.
- The signatory hereby renounces the benefits of the legal exceptions "nop causa debiti", "errore calculi", "excussion", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts", with the meaning and effect of all of which he declares himself to be fully 17.3
- The signatory warrants, as a material warranty which the supplier relies on in entring into this agreement, that he is duly authorized to represent and bind the customer to this agreement, that he is duly authorized to represent and bind the customer to this agreement, and that he has read and understood each term and condition of this agreement and accepts them as binding on him and the customer. The customer hereby warrants that it regards the terms and conditions of 17.4
- agreement as binding upon it. The signatory and the customer hereby warrant that the signatory to any tax invoice, delivery note or other documentation of the supplier made out in the name of, or to the customer is duly authorized to bind the customer in respect of the relevant transaction. 17.5
- The signatory shall be bound by the provisions of this agreement as if he were the customer, mutatis mutandi, particularly, but without limitation thereto, insofar as the agreement provides for proof of facts, costs of proceedings, service of proven limitations of defences and jurisdiction. 17.6
- SEVERABILITY 18.

Each paragraph or clause in this agreement is severable the one from the other and if any paragraph or clause is found by any competent court to be defective or unenforceable for any reason whatever, the remaining paragraphs or clauses shall be of full force and effect and continue to be of full force effe

#### FORCE MAJEURE 19

FORCE MAJEURE Any transaction is subject to cancellation by the supplier due to force majeure from any cause beyond the control of the supplier, including, without restricting the generality of the aforegoing, inability to secure labour, power, materials, or supplies, or by reason of an act of nature, war, civil disturbances, riot, state of emergency, strike, lockout, or other labour disputes, fire, earthquake, flood, drought or legislation. **CESSION** The customer hereby irrevocably cedes, assigns, and transfers, makes over unto and in favour of the supplier, all the customer's right title and interest in and to its claims against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the customer irrevocably and in rem suam authorizes the supplier in its absolute discretion to claim

- 20. 20.1
- Customer may now of at any time in the future owe to the suppler. The customer inrevocably and in rem suam authorizes the supplier in its absolute discretion to claim from all or any of the customer's debtors the whole or any portion of the indebtedness of any one or more of them, to give a valid receipt or discharge for such indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution thereunder against all or any of the said debtors, to cede, transfer, negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the customer 20.2
- 20.3
- debtors, to exchange points or your service service or a service of the service o 20.4

#### 21.

- provisions of this clause. FURNISHING OF INFORMATION BY CUSTOMER The customer shall forthwith after the conclusion of this agreement, furnish the supplier with all information reasonably required by the supplier to enable it to comply with its obligations. LAW AND JURISDICTION 22
- This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. 22.1
- South Africa. The customer hereby consents that, notwithstanding the provisions of the Magistrate's Court Act, No. 32 of 1944, regarding jurisdiction in connection with cause of action and the amount claimed, a competent Magistrate's Court shall have jurisdiction in respect of any legal action which the supplier may institute against the customer arising from this agreement. The supplier will, however, have the right, notwithstanding the aforegoing and at its own discretion, to institute any legal action which exceeds the jurisdiction of the Magistrate's Court against the customer in the competent division of the High Court 22.2 the High Cour
- 23
- RECEIPT OF DOCUMENTS, CHEQUES, ETC No notices, cheques, cash, or other documents sent to the supplier through the post shall be deemed to have been received unless and until actually received by the supplier. Cheques to be made payable to "FARMHILL CHEESE". No abbreviations to be used on cheques. payable to "F INTEREST 24
- The customer shall pay interest at two percent above the publicly quoted prime rate of interest ("prime rate") ruling from time to time at which The Standard Bank of South Africa Limited or any other bank nominated by the supplier, lend on overdraft, compounded monthly in arrear, on all 24.1 amounts owing to the customer.
- The prime rate shall be proved by way of a certificate signed by any employee of such Bank whose authority need not be proven and which certificate shall be binding and shall be prima facie proof of the indebtedness of the customer. Such interest shall be payable on demand. 24.2
- 24.3

NOTE : "Payment must be made 30 days from date of statement and should the 30th day after date of statement fall on a weekend or public holiday, payment should be made on the previous Friday or the first working day prior to such public holiday/s or weekend as the case may be.

Signed at	_ on this day of	20	Signed at	on this day of 20
Witnesses		For the customer	Witnesses	For FARMHILL CHEESE PTY LTD
1	who warrants that h authorized hereto.	e is duly	1	who warrants that he is duly authorized hereto.
2			2	





# FARMHILL CHEESE PTY LTD

REG. NO. 2014/022079/07

(For Office Use Only) CLIENT No.

# **APPLICATION FOR CREDIT** Including the Company's standard terms and conditions of sale

We,		("the Customer"), hereby make application for credit facilities for th					
open	ing of an account with FARMHILL CHEESE PTY LTD ("the	Company").					
1.	TRADING NAME:						
2.	PHYSICAL ADDRESS:						
3.	POSTAL ADDRESS:						
4.	SHIP TO ADDRESS:						
5.	PRIMARY CONTACT PERSON (authorised purchaser)						
	Name:	Title:					
	TELEPHONE NUMBER:	TELEFAX NUMBER:					
	CELL PHONE NUMBER:	E-MAIL ADDRESS:					
6.	PRIMARY CONTACT PERSON (creditors department)						
	Name:	Title:					
	TELEPHONE NUMBER:	TELEFAX NUMBER:					
	CELL PHONE NUMBER:	E-MAIL ADDRESS:					
7.	OWNERSHIP:   Individual   Partnership     (Tick appropriate box)   Individual	Close Corporation Company					
8.	TYPE OF BUSINESS:						
9.	BANKERS:						
	Name: Account No.	Branch Code					
10.	VAT NUMBER :						
11.	CREDIT LIMIT REQUIRED:						
12.	COMPANY						
	FULLL NAME OF COMPANY:						
	REGISTRATION NUMBER:						
	ADDRESS OF REGISTRATION OFFICE:						
13.	DIRECTORS / MEMBERS / PARTNERS / SOLE OWNER / (Circle appropriate title)						
	NAME	ADDRESS IDENTITY No.					



## 14. TRADE REFERENCES:

15.

NAME	ADDRESS	TELEPHONE No.		
Is there a general notarial bond on movable assets or are movable assets acting as security in any form? Yes No				

# FOR OFFICE USE ONLY

# **MASTER FILE INFORMATION**

1.	CUSTOMER SHORT NAME:
2.	APPROVED CREDIT LIMIT:
3.	APPROVED CREDIT TERMS:
4.	APPROVED BY MANAGER: Date :

