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TRADE ACCOUNT APPLICATION FORM

APPLICANT NAME

TYPE OF BUSINESS (X)

Ltd / (Pty) Ltd, Close Corporation, Partnership, Sole Proprietor

Other (Please Specify):

Registered Number: _____

VAT Number: _____

ADDRESSES

Postal Address:

Physical Address:

COMMUNICATION (X)

Telephone, Fax, Email

BUSINESS – Please describe your business – Including major customers

Initials: _____



CONTACT PEOPLE

Name of person responsible for ordering?

Telephone: _____

Name of person responsible for payments?

Telephone: _____

PRINCIPALS

Full Names and Identity Numbers:

Home Address

TURNOVER & ASSETS (X)

Turnover exceeds R2million pa Yes / No

Assets exceed R2million pa Yes / No

CREDIT REQUIRED

Average Monthly: _____

Total Credit Limit: _____

BANK

Bankers: _____

Account Name: _____

Branch Code: _____

Account Number: _____

Consent is expressly given to the Applicant's Bankers and Trade Account Suppliers to provide information requested to the COMPANY or their Credit Information Agency

Initials: _____



THE CUSTOMER ACKNOWLEDGES THAT ALL GOODS SUPPLIED BY THE COMPANY WILL BE SUBJECT TO THE TERMS AND CONDITIONS ANNEXED HERETO.

TERMS AND CONDITIONS

The undersigned, for and on behalf of the “APPLICANT” or “CUSTOMER” named hereafter, agrees to the following terms and conditions in regard to the items purchased from

FORESTCOW (PTY) LTD, Company Registration Number: 2020/553256/07

hereinafter referred to as the "COMPANY"

1. The Applicant appoints the address on the first page as his domicilium citandi et executandi for all purposes relating to this agreement.
2. All invoices are payable within 07 days of delivery except where otherwise agreed to in writing.
3. Each delivery is a separate contract, and upon delivery to a Customer an Invoice will be issued.
4. The Customer will not have the right to withhold any payment of goods delivered, against non-delivery or late delivery of any other goods. All payments made by the Applicant to the Company shall be made without set-off or deduction of any nature whatsoever, into the bank account stipulated by the Company in writing for this purpose.
5. The Customer agrees that any claims in respect of weight will be reported in writing immediately to the COMPANY upon delivery of the goods. The Customer further agrees that any claims in respect of quality will be reported in writing to the COMPANY within 48 hours of delivery. If the COMPANY is not notified within the time periods referred to above, the goods shall be deemed to (i) free from defect, (ii) of good and merchantable quality and (iii) fit for the purpose for which the goods would normally be used. No claims will be entertained if the provisions of this clause are not complied with.

Initials: _____



6. Should the Customer refuse to accept the goods as referred to in the invoice upon delivery thereof, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay to the COMPANY the reasonable costs of storing, insuring and handling the goods, until delivery takes place. In the event of the Customer unreasonably delaying or failing to take delivery at all, the COMPANY shall be entitled, but not obliged to dispose of the goods on such terms and conditions and at such price as it in its sole discretion may determine and the Customer shall be liable for any shortfall between the price obtained by the COMPANY and the amount originally invoiced to the Customer as well as any other costs incurred by the COMPANY.
7. If in the exercise of its discretion the COMPANY, shall agree, at the request of the Customer, to accept the return of any goods for credit, which goods were correctly supplied by the COMPANY and are not faulty or subject to any claim, then the Customer shall automatically, and without the necessity for any further contract, be liable to pay the COMPANY a handling charge of 10% on the invoice price of the goods so returned.
8. The Customer agrees that the signature of an employee of the Customer on the COMPANY's official Delivery Note, Invoice, Waybill or the Waybill of any authorised carrier will be prima facie proof of proper delivery and that the payment for those goods will be according to the agreed terms.
9. Delivery of goods to any delivery address given by the Customer shall constitute proper delivery of the goods, notwithstanding the fact that such address may not have been the address or premises of the Customer.
10. Notwithstanding that all risk in and to all goods sold by the COMPANY to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the COMPANY until the full purchase price has been paid.
11. Any commercial cold store charges incurred after 7 days will be charged to the Applicant's account. Collection of the product must be within 7 days of delivery to avoid the imposition of these charges.
12. A change in the market price of goods shall not release the Customer from its obligation to pay the entire amount owing for the product.

Initials: _____



13. The Customer agrees that the COMPANY shall in no way be liable for any loss of profit or any damage direct or indirect suffered by the Customer. Without derogating from the generality of the foregoing, the COMPANY shall not be liable for its own negligence or the negligence of any of its agents or employees.
14. The Customer agrees to pay any bank charges incurred by the COMPANY where payments are made in cash or by way of cash deposit.
15. The Customer hereby undertakes to inform the COMPANY in writing of the revocation of any authority delegated to its employees, agents and/or representatives. Any contracts entered into before the notification in writing of the revocation of this authority will remain of force and effect.
16. If the COMPANY is unable to fulfil its obligations due to unforeseen circumstances including but not limited to the negligence of 3rd parties, condemnation of product by veterinary authorities, force majeure and other like / similar situations, the agreement will be enforceable at the option of the COMPANY.
17. This contract can be cancelled at the option of the COMPANY in the event of an unforeseen duty or surcharge being imposed after the conclusion of the contract.
18. The COMPANY reserves the right to withdraw from this contract if there is a material change in the financial circumstances of either the COMPANY or the Customer.
19. Orders will only be processed upon receipt of the Customer's signed confirmation. Until such time as the COMPANY receives written acceptance thereof, the COMPANY is at liberty to sell the product to any third party at its sole discretion.
20. Dates of departure and arrival are estimated. While the COMPANY endeavours to adhere to estimated times of departure (ETD's) and estimated times of arrival (ETA's) it cannot be held responsible where dates change in circumstances beyond its control.
21. Non-compliance with the dates as aforementioned does not constitute breach on the part of the COMPANY or affect the validity of the agreement. The COMPANY shall not be liable under any circumstances for any delay in the delivery of goods purchased by the Customer.

Initials: _____



22. While care is taken to ensure that quantities are accurate, the COMPANY reserves the right to supply 10% more or less than the quantity ordered.
23. Any quality disputes to be referred to a mutually agreed 3rd party, with international inspection and auditing accreditations. Both parties agree to be bound by their findings. Costs to be paid by the party against whom the arbitrator rules, unless otherwise agreed to in writing.
24. All specifications, illustrations, drawings, price lists, dimensions, advertising, brochures and other data furnished by the COMPANY in respect of the goods, and whether in writing or not, are furnished on the basis that they will not form part of the contract or be relied upon by the Customer for any purpose, unless and to the extent that they are expressly stated by the COMPANY to form part of the contract.
25. Should the Applicant breach any of the provisions of this contract, or any other contract with the COMPANY, or have any of its cheques returned unpaid by its bankers, then without any prejudice to any of the other rights of the COMPANY against the Applicant, all amounts owing by the Applicant to the COMPANY whether or not then due and payable shall immediately become due and payable on demand.
26. Should the Customer:
 - 26.1 fail to comply with any term or condition of the agreement; and / or
 - 26.2 be sequestrated, liquidated or placed under judicial management or debt review; and / or
 - 26.3 enter into a settlement or negotiation with creditors; and / or
 - 26.4 allow the granting of a judgement; and / or
 - 26.5 fail to comply with such judgement within 7 days

the COMPANY will immediately be entitled to claim payment of the total amount, plus interests and costs payable by the Customer in terms of this agreement.

27. Applicant agrees that the COMPANY has the right of set off and shall be entitled but not obliged to use this right whenever moneys are jointly owing and due, between applicant and the COMPANY.
28. The COMPANY shall be entitled, but not obliged, to institute any legal proceedings against the Applicant in any Magistrates court having jurisdiction over it, even though the cause of action is beyond the jurisdiction of that court.

Initials: _____



29. In the event of the COMPANY instructing its agents or attorneys to recover monies from the Applicant, the Applicant shall be liable for and pay all legal costs incurred by the COMPANY on the attorney and own client scale, including collection commission.
30. Applicant shall make payment of interest at prime overdraft rate plus 2% per month on all arrear amounts owed from due date to actual date of payment.
31. A certificate under the hand of any manager of the COMPANY as to the existence of an amount of the indebtedness of the Applicant to the COMPANY at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, and the rate of interest applicable thereto and as to any other fact, matter or thing relating to the indebtedness of the Applicant to the COMPANY shall be prima facie proof of the contents and correctness thereof and the amount of indebtedness of the Applicant hereunder for the purpose of provisional sentence or summary judgement or any other proceedings against the Applicant and shall be valid as a liquid document for those purposes. It shall not be necessary to prove the appointment of the person signing any such certificate.
32. The limit of the account shall not be deemed to be the limit of the Applicant's indebtedness to the COMPANY.
33. All documents, cash, cheques, bank drafts or other remittances, sent to the COMPANY through the post or electronically transmitted shall be deemed not to have been received by the COMPANY unless and until they are actually received by the COMPANY. In the event that any payment to the COMPANY is effected electronically or otherwise, then the Applicant bears the risk in respect of such payment until such time as the payment is received and cleared into the COMPANY's bank account.
34. Applicant hereby provides the COMPANY with permission in terms of the provisions of the National Credit Act (Act 34 of 2005) to obtain financial information from Applicant's Auditors, any information it may require from the Applicants Bankers, information it may require from the Applicants Trade Suppliers as well as to provide Trade References on its trading performance to suppliers requesting Trade References and Industry Trade Bodies.
35. No act, omission, course of dealing, forbearance, delay or indulgence by the COMPANY in enforcing any of these conditions shall affect or prejudice any of the subsequent rights of the COMPANY, and no such matter shall be treated as any evidence of waiver of the COMPANY rights thereunder, nor shall any waiver of a breach by Applicant of any one or more of these conditions operate as a waiver of subsequent breach thereof.

Initials: _____



36. No cancellation, waiver, variation, alteration or amendment to these terms shall be valid or binding upon the COMPANY unless reduced to writing and signed by a Director of the COMPANY.

37. E & OE.

Thus, signed at _____ on this _____ day of _____ 2021

On behalf of APPLICANT

Name _____ Designation _____

Signature _____

Name _____ Designation _____

Signature _____

Name _____ Designation _____

Signature _____

I / We confirm that I / We are authorised to enter into this contract on behalf of the APPLICANT.

Please ensure that two people witness the Applicant's signature.

Witnesses

1. Name _____ Signature _____

2. Name _____ Signature _____

Initials: _____