



Postal Address:
PO Box 14128
Bredell, 1623

The Chefs Table (PTY) Ltd
Vat Number: 4940283320
CK Number: 2018/042005/07

Office: 011 894 -2310 | 074 813 6208
Email: sales@the-chefs-table.co.za

CONFIDENTIAL

CREDIT APPLICATION FORM:

- 1. Reference to “the creditor” hereinafter shall refer to The Chefs Table (PTY) Ltd
- 2. Please allow for 3-5 working days for this application to be processed. On successful completion, a credit letter will be sent via email confirming Account Number and Credit Terms.
- 3. REGISTERED NAME OF THE APPLICANT:

.....
(Hereinafter referred to as “the Applicant”

- 4. REGISTRATION NUMBER / IDENTITY NUMBER OF APPLICANT:

.....

- 5. TRADING AS (i.e. under what name/s do you trade/conduct business):

.....

- 6. APPLICANT’S VAT NUMBER:

- 7. APPLICANT’S POSTAL ADDRESS:

.....
.....

- 8. APPLICANTS DELIVERY ADDRESS – PLEASE LIST ALL SITES IF APPLICABLE:

a.

b.

c.



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9. APPLICANT'S TEL NO:

10. FAX:

11. EMAIL ADDRESS:

12. IS APPLICANT A (please Tick applicable):

- a. PUBLIC COMPANY
- b. PRIVATE COMPANY
- c. SOLE TRADER
- d. CLOSE CORPORATION
- e. PARTNERSHIP

13. PERSON RESPONSIBLE FOR ACCOUNT PAYMENTS

- a. NAME:
- b. EMAIL :
- c. TEL:

14. NAME AND ADDRESS OF APPLICANT'S ACCOUNTANT/AUDITOR/ACCOUNTING OFFICER:

.....
.....

15. CONTACT DETAILS OF ACCOUNTANT/AUDITOR/ACCOUNTING OFFICER:

TEL NO:FAX NO:
EMAIL ADDRESS:

16. CREDIT LIMIT:

RANDS REQUIRED:

17. DATE COMMENCED BUSINESS / INCORPORATED:

18. HOW LONG HAS YOUR COMPANY/BUSINESS BEEN IN OPERATION?.....

19. IF LESS THAN 5 (FIVE) YEARS, STATE PREVIOUS BUSINESS OR EMPLOYER:.....

20. APPLICANT'S AND SURETY'S STREET OF PHYSICAL ADDRESS BEING ITS CHOSEN *DOMICILIUM CITANDI*
ET EXECUTANDI:

.....



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21. APPLICANT'S REGISTERED OFFICE ADDRESS (in the event of the Applicant being a Close Corporation and/or Registered Company):

.....
.....

22. PERSONAL DETAILS OF DIRECTORS SOLE PROPRIETOR/PARTNER/S MEMBER OF CC

	FULL NAMES:	ID#:	RESIDENTIAL ADDRESS:	DATE OF APPOINTMENT AS DIRECTOR:
1.				
2.				
3.				
4.				

23. ARE YOUR PREMISES OWNED OR RENTED?

24. IF RENTED, PROVIDE PRESENT LANDLORD'S NAME AND PHYSICAL ADDRESS:.....

.....
.....

25. IF OWNED, WHAT IS THE PHYSICAL ADDRESS (ERF #).....

.....

IS THE PREMISES BONDED? YES NO IF YES, TO WHOM AND FOR HOW MUCH?

.....



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26. HAS THE APPLICANT OR ANY OF THE PARTNERS, DIRECTORS, SHAREHOLDERS AND/OR MEMBERS BEEN PREVIOUSLY SEQUESTERED/LIQUIDATED? YES NO

IF YES, WHEN? YEAR:..... MONTH:.....DAY:.....

27. WHO IS/WAS THE TRUSTEE/S OR LIQUIDATOR/S APPOINTED?

NAME:

ADDRESS:.....

TELEPHONE NO: EMAIL:

28. WAS THE SEQUESTRATION/LIQUIDATION ORDER FINAL OR WAS IT DISCHARGED?

FINAL DISCHARGED *FULL DETAILS OF SUCH INFORMATION MUST BE FURNISHED.

29. TRADE REFERENCES

(excluding bankers, hire purchase, credit installment accounts, lease and fuel accounts):

	NAME OF SUPPLIER:	ADDRESS:	TELEPHONE #:	TERMS:	AVE. MONTHLY SPEND:
1.					
2.					
3.					

We reserve the right to request further information

30. NAME OF APPLICANT'S BANKERS:

ACCOUNT NAME:

BRANCH:..... ACCOUNT NO:

HOW LONG HAS THE APPLICANT BANKED WITH THE SAID BANK?

(THE APPLICANT IS TO ATTACH A BANK CONFIRMATION LETTER)



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31. ESTIMATED MONTHLY PURCHASES:

32. CREDIT TERMS OPTIONS (To be confirmed on credit authorization/approval)

- a. COD
- b. 7 days from Invoice
- c. 30 Days from Invoice

33. NAME/S OF ANY PERSON/S ENTITLED TO ORDER ON BEHALF OF THE APPLICANT (if any):

.....

34. Is an official purchase order required? :

35. THE APPLICANT IS TO ATTACH A COPY OF ITS CERTIFICATE OF INCORPORATION OR FOUNDING STATEMENT.

36. TRADING RESULTS:	THIS YEAR	PREVIOUS YEAR
TRADING GROSS TURNOVER:
EXPENSES:
NETT INCOME:

Documents to accompany application:

- All: VAT Registration Certificate
- Bank account confirmation letter
- Companies: Form CM1 or CM3: Certificate of Incorporation
- Power of Attorney to apply for credit
- Close Corporation: Form CK 1 and if details were amended, Form CK2 or CK2A
- Sole Proprietor or Partnership: Trading License
- Identification: Copy of Director's Identification Document

Initial



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**STANDARD TERMS AND CONDITIONS OF SALE INCORPORATING A CESSION OF BOOK DEBT, CREDIT ENQUIRY
AUTHORITY AND SURETYSHIP UNDERTAKING**

1. THESE TERMS SUPPLEMENTED BY TERMS ON INVOICE / DELIVERY NOTES

The Applicant by his/her/its signature hereto accepts the Creditor's terms and conditions of sale as read with the Creditor's invoices / delivery notes notwithstanding that the Applicant's order/s and invoices and/or terms and conditions of trade incorporates any other terms and/or conditions and the Applicant's said terms and conditions are hereby expressly excluded from any agreement of sale concluded or to be concluded or between the Applicant and/or Creditor.

2. CREDIT FACILITIES

The purchase price for the goods shall be paid by the Applicant in cash without deduction or set off direct to the Creditor in accordance with the credit terms extended by Creditor to the Applicant in accordance with the Credit Application Form, to which these Standard Terms of Sale are annexed, all of which are material terms and conditions to this agreement, and if not paid by the due date, the Applicant shall be liable to pay interest on the amount outstanding at the statutory prescribed rate in accordance with the Prescribed Rate of Interest Act and per regulation as published in the Government Gazette from time to time, calculated monthly from the date that same became due to the Creditor to the date of payment thereof.

3. CONDITIONS OF DELIVERY

Time shall not be of the essence insofar as an accepted order relates to deliveries, and the Creditor does not guarantee delivery of the goods on any specific date. If the Applicant defers and/or postpones delivery when the Creditor is ready to deliver the goods and/or tenders delivery or if the Creditor at the request of the Applicant shall in respect of any order for goods which are to be delivered at a specific rate over a specified period, postpone delivery, payments must be made by the Applicant to the Creditor as if the acceptance had not been deferred or delivery had not been postponed, and in addition hereto the Applicant shall be liable for all costs of storage and insurance pertaining thereto.

4. LIMITATION OF LIABILITY

If the Creditor cannot deliver some or all the goods for any reason beyond the Creditor's control, including and without being limited to lack of instruction/s from the purchaser, stock shortage/s, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the Creditor may in its sole discretion, cancel the whole or any part of the agreement forthwith. In the event of such cancellation, the Creditor shall not be liable to the Applicant for any loss and/or damage whether in contract or whether in delict, (including, without being limited thereto, any loss of profits) thereby caused. The Creditor shall under no circumstances whatsoever be liable to the Applicant for any loss and/or damage [consequential or otherwise] as a result of any act or omission on the Creditor's behalf howsoever arising and the Applicant indemnifies the Creditor against any claim in this regard whatsoever.

5. RESERVATION OF OWNERSHIP

Ownership in and to any goods and/or products sold by the Creditor to the Applicant shall remain vested in the Creditor until the full purchase price in respect thereof has been paid for in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from the Creditor to the Applicant. Notwithstanding the foregoing, all risk of loss



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and/or damage in or to any goods and/or products sold by the Creditor to the Applicant shall pass to the Applicant after the goods have been loaded onto any vehicle delivering same to the Creditor's premises.

6. LIMITED WARRANTY

The Creditor furnishes with its goods/products its standard guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made by the Applicant to the Creditor in respect of such goods and/or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.

7. INDEMNITY

The Applicant hereby indemnifies the Creditor against all or any claims of whatsoever nature which may be made against the Creditor by any person/s whomsoever whether in contract and/or delict and whether for loss of profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by the Creditor of legal fees to its attorneys on an attorney and client scale in contesting any such action.

8. SUSPENSION AND CANCELLATION IN EVENT OF NONPAYMENT

Notwithstanding anything herein contained to the contrary, the Creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods ordered by the Applicant and/or vary the terms and conditions of payment hereof by insisting upon advanced payments for any goods sold and delivered by the Creditor to the Applicant in the event that the Applicant falls into arrears with its account with the Creditor and/or is insolvent and/or is unable to pay any of its debts and/or seeks to effect any compromise with any of its creditors and/or compound any of its debts and/or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to any resolution passed to enable the Applicant to be wound up and/or dissolved and/or is in breach of any one or more of its obligations to the Creditor in terms of this agreement. No suspension, delay and/or cancellation as a result of any of the foregoing events shall novate or waive any of the other rights which the Creditor may be entitled to in law in terms of this contract or otherwise. The credit facilities awarded to the Applicant in terms hereof may be withdrawn by the Creditor at any stage without notice to the Applicant.

9. EXCLUSIVITY AND NON-VARIATION

The terms and conditions contained in this credit application form and/or standard terms and conditions of trade, shall constitute the entire agreement between the Creditor and the Applicant and no variation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both the Applicant and the Creditor in writing.

10. NO NOVATION

No indulgences, latitude, extension of time or the like granted by the Creditor to the Applicant shall in any way whatsoever constitute a novation or waiver of any rights which the Creditor may have against the Applicant nor may it operate as an estoppel against the Creditor.

11. SOUTH AFRICAN LAWS APPLICABLE

This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.



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12. CERTIFICATE OF INDEBTEDNESS

The Applicant confirms that a certificate signed by the Credit Manager or any Member of the Creditor showing the amount owing by the Applicant to the Creditor 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 Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.

13. JURISDICTION OF MAGISTRATES 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 Applicant 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 Creditor shall be entitled and not obliged to bring any action in any other competent Court which has jurisdiction over the Applicant. In the event of any action being instituted by the Creditor against the Applicant for any reason or for any amount due in terms hereof and being successful with such action the Applicant and the Surety and Co-Principal debtor hereby agree to pay the Creditor's attorneys legal fees on the scale as between attorney and ones own client, including collection commission, tracing fees and the like.

14. WARRANTIES OF APPLICANT

The Applicant warrants that the information submitted above is true and correct. Should the Applicant require extended credit facilities then it undertakes to make such application in proper form to the Creditor including all such information as the Creditor may request to enable it to consider and decide upon such request.

15. NOTICE OF CHANGE OF OWNERSHIP OF APPLICANT

The Applicant agrees to notify the Creditor in writing within 7 (seven) days of such event of any material facts which may directly or indirectly affect the credit facilities awarded to the Applicant by the Creditor, of any change in ownership of our business or should we be a Company or Close Corporation of any share transaction where shares or members' interest in excess of 25% of the issued share capital of the Company changes hands.

16. DOMICILIUM CITANDI ET EXECUTANDI

The Applicant undertakes to notify the Creditor in writing of any change of address of its principal place of business and/or registered office, where applicable. The Applicant chooses as its "domicilium eitatuli et exectitandi" for the purposes of the service of all letters, notices, accounts, summonses and the like at the physical address being the physical place of business afore referred to.

17. SEVERABILITY

The provisions contained in this agreement are severable, the one from the other. In the event that any one or more of the terms contained herein should be found to be invalid or unenforceable, to the extent of the invalidity or unenforceability that term shall be severed from the rest of this agreement which shall continue to be of full force and effect.



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18. AUTHORITY

I/We warrant that I/we are duly authorised to represent the Applicant and to bind the Applicant to these and conditions of trade.

19. ACKNOWLEDGMENT AND AUTHORITY

19.1 The Applicant hereby acknowledges and agrees that the Creditor may upon receipt of this application form / agreement from the Applicant and at any time thereafter:-

- 19.1.1 conduct thorough searches with any credit bureau/s (registered or otherwise) and/or bank/s for the purposes of assessing and/or re-assessing the Applicant's credit rating and its risk of exposure to the Creditor;
- 19.1.2 contact any of the Applicant's creditors and ask them any questions of and concerning the Applicant which is necessary for the purposes of determining whether the Creditor will grant credit facilities to the Applicant and where applicable, the extent, terms and conditions thereof;
- 19.1.3 make any enquiries of any person whomsoever necessary for the purposes of the Creditor assessing the credit worthiness or otherwise of the Applicant and the extent and terms and conditions of credit facilities to be awarded (if any) by it to the Applicant;
- 19.1.4 record with any credit bureau/s the existence, suspension, termination, cancellation and nature and extent of credit facilities awarded by the Creditor to the Applicant and the details of the securities which the Creditor holds for the Applicant's indebtedness to it;
- 19.1.5 record and transmit to any credit bureau/s details of the nature, extent, performance, non-performance or otherwise of the Applicant's payment of its obligations to the Creditor in terms of its dealings with the Creditor;
- 19.1.6 use any information which it secures from any credit bureau/s, bank/s, creditor/s of the Applicant or any other person whomsoever to assess, re-assess, suspend, modify, cancel, amend and/or terminate credit facilities awarded by the Creditor to the Applicant and/or any member of his/her family and/or director/s, shareholder/s and/or member/s and/or their families.

19.2 The Applicant acknowledges and agrees to the full disclosure by the Creditor to any of the other creditors of the Applicant, credit bureau/s and/or bank/s concerning (directly or indirectly) the Applicant's fulfillment of its obligations to the Creditor in terms hereof and in terms of any other agreement, breaches and/or repudiations thereof, default/s, late or non-payment/s and the like.

20. CESSION OF BOOK DEBT

20.1 The Applicant hereby cedes as security for its indebtedness, all right, title and interest in and to its debtors (accounts receivable), past, present and future, to the Creditor.

20.2 The Applicant hereby warrants that it has:-

- 20.2.1 not entered into any agreement restricting or excluding the transferability of the claims that form the object of this cession;



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- 20.2.2 has no knowledge of any counterclaims that may extinguish the claims that form the object of this cession;
20.2.3 not, prior to this cession, ceded the claims that form the object of this cession to any other person or concern: but if it should so happen that the cedent is in breach of this, then this cession shall operate as a cession of the Applicant's reversionary rights, including all rights of action against the prior cessionary.

20.3 During such time as the cession which is the subject matter of this agreement remains of force and effect, the Applicant agrees that it will:-

- 20.3.1 upon demand deliver, cede, transfer or negotiate to the Creditor all or such of the bills of exchange, promissory notes, cheques, documents of title or other securities referred to in terms hereof as may be demanded, duly endorsed, ceded, transferred or negotiated in such form as shall render the Creditor the absolute owner thereof entitled in the Creditor's own name to enforce payment thereof;
20.3.2 make available for inspection by the Creditor or the Creditor's authorised agent at any time during normal business hours at the Debtor's place of business all books of accounts, receipts and other books, papers and correspondence relating to the said book debts and the Applicant's dealings with the debtors in respect of the indebtedness of each of them to the Applicant in the said business;
20.3.3 give the Creditor all such information concerning the said debtors as may be reasonably required by the Creditor to enable the Creditor to recover the amount owing by each of them.

20.4 The Creditor authorises the Applicant to collect the said claims in the Applicant's own name and keep the proceeds until such time as the Creditor may determine.

21. SECTION 24 OF BILLS OF EXCHANGE ACT

The signatory to this agreement and to any negotiable instrument, issued in favour of the Creditor acknowledges that he/she is acquainted with the provisions of Section 24 of Act 34 of 1964, and by his/her signature to such negotiable instrument binds himself/herself to the Creditor for the sum indicated upon that negotiable instrument, unless he/she qualifies such signature to indicate having signed in a representative capacity on behalf of the Applicant.

22. SURETYSHIP

- 22.1 I/We by my/our signature hereto bind myself/ourselves jointly and severally in my/our personal capacity/ies as surety and co-principal debtor in solidum with the Applicant to the Creditor for the payment to the Creditor and fulfilment of all obligations owed to the Creditor by the Applicant, past, present or future, from whatever cause arising including for losses and damages. This suretyship shall be a continuing one and I/we can only be released in writing by the Creditor. I/We select *domicilium citandi et executandi* at the Applicant's *domicilium citandi et executandi* above and agree to be liable for the Creditor's legal costs for all actions instituted against me/us on the scale as between attorney and own client. I/We hereby renounce the benefits of the legal exceptions "non causa debiti", "ordinis seu excus-sionis et divisionis" and "cession of action" with the force and meaning and effect which I/we declare myself/ourselves to be fully acquainted.





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- 22.2 I/We acknowledge that this suretyship shall be in addition to and without prejudice to any other suretyship/s or security/ies now or at any time hereafter held by the Creditor in respect of the liabilities and/or obligations of the Applicant to the Creditor.
- 22.3 I/We acknowledge that this deed of suretyship has been prepared in a form for signature by more than one surety and accordingly acknowledge further that each surety who signs it acknowledges and records that notwithstanding the fact that it provides for signature here-of by other sureties, there is a separate, distinct and independent contract of suretyship brought into existence by each surety who does sign it. Accordingly, if for any reason any surety to sign this deed of suretyship for any reason whatsoever, or if the suretyship shall for any reason cease to be or if not binding on any one or more of the sureties, then the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.

DATED AT _____ ON THIS THE _____ DAY OF _____, 20____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

SURETY AND APPLICANT	FULL NAME	Identity number of Surety
(In my personal capacity as surety and co-principal debtor in accordance with paragraph 22 above and in my capacity as the duly authorised representative of the Applicant and I warrant that I have read, and understand each clause contained herein)		

SURETY	FULL NAME	Identity number of Surety
(In my personal capacity as surety and co-principal debtor in accordance with paragraph 22 above and I warrant that I have read, and understand each clause contained herein)		

WITNESSES:

1. 2.

Full name: Full name:

Initial