

JUMBO FOODS CC
(the "Supplier")

APPLICATION AND TERMS FOR ACCOUNTING PURPOSES

29 Silicon Street x 17
Polokwane, 0699
P.O. Box 4251
Polokwane, 0700
Registration Number: CK 1990/03353/23

Tel: 015 297 3964/5/6/7
Fax: 015 297 3969 (Debtors)
Fax: 015 297 208 0 (Orders)
Fax 2 E-mail: 086 509 7294
e-mail: jumbofds@mweb.co.za
www.jumbofoods.co.za

1. NAME OF APPLICANT _____ (the "Applicant")
2. NATURE OF OWNERSHIP: (STATE WHETHER SOLE PROPRIETOR/PARTNERSHIP/PRIVATE COMPANY/CLOSE CORPORATION OR TRUST) _____
REGISTRATION NUMBER _____
3. APPLICANT'S TRADENAME IF APPLICABLE _____
4. PHYSICAL ADDRESS OF BUSINESS: _____

which address the applicant choses as its *domicilium citandi et executandi*.
5. POSTAL ADDRESS: _____ TEL NO: _____
6. E-MAIL ADDRESS _____
7. BANKERS: _____ TOWN/CITY: _____
BRANCH: _____ ACCOUNT NUMBER: _____
8. V.A.T. NUMBER: _____ (Attach copy of VAT certificate)
9. FULL NAMES OF OWNER/PARTNERS/DIRECTORS/MEMBERS/TRUSTEES: (Delete which is not applicable)

Full name and surname	Residential Address	ID NO:
1.		
2.		
3.		

10. TRADE REFERENCES:

Name	Address	Tel No	Reference Remarks
1.			
2.			
3.			

11. ESTIMATED MONTHLY CREDIT LIMIT REQUESTED IN RESPECT OF GOODS PURCHASED R _____. IF THE APPLICANT EXCEEDS THE CREDIT LIMIT FOR ANY REASON ,THE APPLICANT SHALL BE RESPONSIBLE FOR THE TOTAL AMOUNT OUTSTANDING, NOTWITHSTANDING THAT THE AMOUNT EXCEEDS THE LIMIT.

12. I/WE AGREE TO THE TERMS AND CONDITIONS OF CONDITIONS OF SALE AND OF PAYMENT OF MY/OUR ACCOUNT WITH JUMBO FOODS CC AS FOLLOWS:
- i. Terms of payment are _____ as from date of invoice unless otherwise agreed to in writing;
 - ii. If any amount due to the supplier is not paid as stated in 13(i) above, the whole outstanding amount will immediately become due and payable;
 - iii. Ownership of the goods shall remain vested in the Supplier until payment of the full purchase price has been made, the risk however, shall pass to the Applicant on date of delivery of goods;
 - iv. The supplier shall at its sole discretion have the right to appropriate payments to any amounts outstanding at any particular time;
 - v. The applicant agrees that in the event of any portion of an invoiced indebtedness being disputed, then in that event the applicant will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms herein;
 - vi. Any goods returned due to an error in ordering by the Applicant will be accepted for credit solely at the discretion of the Supplier and will be subject to a 10 % handling charge;
 - vii. The supplier may withdraw credit facilities at any time without prior notice. The extent and the nature of such facilities shall at all times be in the Supplier's sole discretion;
13. IN THE EVENT OF BREACH OF THIS AGREEMENT, THE SUPPLIER WILL BE ENTITLED TO CHARGE INTEREST AT A RATE OF 2 % PER MONTH ON THE OUTSTANDING AMOUNT DUE AS CLAIMED FROM DATE OF BREACH TO DATE OF PAYMENT OF ALL OUTSTANDING AMOUNTS IN FULL.
14. UNDERTAKING
- 14.1. I/We undertake to pay my/our account, details of which are set out in the preamble of this Application strictly in accordance with the terms and conditions as well more fully appear in paragraph 13(i) above.
 - 14.2. I/We choose domicilium citandi et executandi at the physical address as set out in clause 4 hereabove where all notices can be served;
 - 14.3. I/We agree that goods sold and delivered or any other services rendered by the Supplier will be subject to the express condition that Supplier shall in no way be liable for any consequential loss, damage or delay to the applicant arising from whatever cause of action. I/We further agree that the Supplier shall further not be liable for any loss, damage or delay to the applicant arising from an act of God, act of State, breakdown of equipment, labour dispute, war, riot, civil commotion, transport delay, *vis major, casus fortuitous* or any other cause beyond the supplier's control.
 - 14.4. A certificate purporting to be signed by any Director, Employer, Secretary of the Supplier, or duly authorised official whose appointment need not be certified, reflecting the amount due by me/us to the Supplier shall suffice as:
 - a) prima facie evidence of the amount due and payable by me/us;
 - b) a liquid document in any competent sentence or Summary Judgement.
 - 14.5. I/We consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, as amended, in respect of any claim or application which may be instituted against me/us by the Supplier in terms hereof, but without prejudice to the right of the Supplier to proceed in any competent High Court.
 - 14.6. I/We accept liability for payment of all legal costs as between attorney-and-client including collection commission for the recovery of any amount due to Supplier in terms hereof.
 - 14.7. The applicant consents that the Supplier may use the services and records of any registered credit bureau or other suppliers of information required in the original and future assessment of credit facilities for the applicant, the applicant further agreeing that the Supplier may disclose information regarding the applicant's credit worthiness and conduct of the applicant's account with the Supplier to any registered credit bureau and other information suppliers.
 - 14.8. I/We further consent to judgment being entered into in terms of Section 58 of the Magistrate's Court Act, No. 32 of 1944 as amended, if payment of the amount as stipulated in clause 15.4;

15. No amendment of consensual cancellation of this agreement or any term or provision thereof shall be binding, unless recorded in a written document signed by the Applicant and the Supplier.
16. **Deed of Surety**
In the event of the Applicant being a legal entity or trust, then a separate deed of surety, attached hereto, in which the signatory of this application and the Directors/Members/Trustees of the Applicant shall bind themselves jointly and severally, as sureties and co-principle debtors *in solidum* with the Applicant unto and in favour of the Supplier, its order or assigns, for the due and proper fulfilment of all obligations of and for the punctual payment for all sums which are or may become due shall be entered into.
17. I/We certify that all the above information is correct.

Signature(s) 1. _____ 2. _____ 3. _____	Place: _____ _____	Date: _____ _____
Printed name(s): 1. _____ 2. _____ 3. _____	Capacity /Sole Proprietor / Director / Member/ Trustee _____ _____ _____	

- NB!**
1. THIS DOCUMENT IS TO BE SIGNED BY THE APPLICANT, BEING A SOLE PROPRIETOR / ALL DIRECTORS, ALL MEMBERS AND/OR ALL TRUSTEES, WHICHEVER IS APPLICABLE.
 3. TAX INVOICES TO BE ISSUED TO THE REGISTERED NAME OF THE LEGAL ENTITY AND NOT THE TRADING NAME

FOR OFFICE USE ONLY:

BANK CODE: _____ DATE: _____

REFERENCE CONTROL DONE BY _____ DATE _____

APPLICATION APPROVED / DENIED BY : _____ DATE _____

CREDIT LIMIT _____ TERMS _____

COPY DISTRIBUTION: _____

DEED OF SURETYSHIP

I/We, the undersigned:

(Surety Number 1) _____ (Full names and surname)

_____ Identity Number

Of _____ (Physical Address)

And (Surety Number 2) _____ (Full names and surname)

_____ Identity Number

Of _____ (Physical Address)

Do hereby bind and interpose myself/ourselves as surety/sureties for and co-principal debtor/s, *in solidum*, with the Applicant to the Supplier for the due and proper fulfillment by the Applicant of all his obligations in accordance with the foregoing Agreement and I/We specifically renounce the benefits of the legal exceptions *ordinis seu s/excussionis et divisionis*, the meaning and effect of which I/We are well acquainted with, and I/We further acknowledge that:

1. I/We consent to the jurisdiction of the Magistrates Court for the purpose of any action or dispute, and
2. I/We have chosen the *domicilium citandi et executandi* for the delivery and service of any letter or legal process, as the following address: (Physical address)

3. That should the Supplier have demanded from me/us the fulfillment of the obligations set out herein and I/we having failed to comply herewith, I/We consent to judgment being entered into against me/us in terms of Section 58 of the Magistrate's Court Act as amended:

Surety no. 1:

SIGNED at _____ this the _____ day of _____ 20__.

AS WITNESSES:

1. _____
Surety Signature
2. _____
Surety full name and surname

Please note: If the credit applied for is in the normal line of business of the applicant, it is unnecessary for the completion of the following marriage declaration:

I, _____ (full name and surname) declare that my

marriage status is as follows: Unmarried: YES / NO Or Married: YES / NO
Out of Community of Property (Antenuptial Contract): YES / NO
In Community of Property: YES / NO
If In Community of Property, the spouse has to complete the following:
I, _____ (full name and surname), Identity No. _____ do hereby consent in terms of Section 15(2) of the Matrimonial Property Act (88 of 1984) to _____ (spouse's name) entering into this Suretyship.
_____ SIGNATURE

Surety no. 2:

SIGNED at _____ this the _____ day of _____ 20____.

AS WITNESSES:

- 1. _____ Surety Signature
- 2. _____ Surety full name and Surname

Please note: If the credit applied for is in the normal line of business of the applicant, it is unnecessary for the completion of the following marriage declaration:

I, _____ (full name and surname) declare that my

marriage status is as follows: Unmarried: YES / NO Or Married: YES / NO
Out of Community of Property (Antenuptial Contract): YES / NO
In Community of Property: YES / NO
If In Community of Property, the spouse has to complete the following:
I, _____ (full name and surname),
Identity No. _____ do hereby consent in terms of Section
15(2) of the Matrimonial Property Act (88 of 1984) to
_____ (spouse's name) entering into this Suretyship.

SIGNATURE



CESSION

I/We the undersigned,
 in my capacity as _____ (director, member or trustee) duly authorised.
 on behalf of _____ (Sole Proprietor / (Pty) Ltd / Close
 Corporation / Trust) trading as _____ or any other style or styles, now or
 in the future do hereby cede and assign unto and in favour of;

JUMBO FOODS CC

(hereinafter referred to as "THE CREDITOR") all my/our right, title and interest in and to all debts which are now, or which may in the future become, owing to me by any party or parties whomsoever or whatsoever from any cause of indebtedness howsoever arising as security for the payment by me/us of all amounts which are now and which may be from time to time in the future become owing by me/us to the Creditor from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing at the date hereof, the foregoing cession in favour of the Creditor shall operate as a cession to the Creditor of any right of action which I/We may now or at any future time have against the prior cessionary.

This cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation in the amount of my/our indebtedness to the Creditor or even temporary extinction of such indebtedness and shall be irrevocable so long as there are any amounts owing by me/us to the Creditor.

For the purpose of giving effect to the foregoing cession I/We hereby nominate, constitute and appoint the Creditor to be my/our Attorney and Agent with full authority from me/us and in my/our name or in its own name, to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with authority to sign all documents on my/our behalf an in my/our name in connection with the recovery of the said sums and to give a quittances and receipts for me/us.

I/We agree that on request by the Creditor I/We shall be obliged to hand over to the Creditor all books of account, contracts, invoices and documents and the like which it may require for the purpose of ascertaining the amounts due to me/us and for the purpose of the recovery of payment.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESSES:

1. _____

2. _____

SIGNATURE who by signature hereof warrants that he /she is duly authorized to sign this document.

Full names and surname