



APPLICATION FOR CREDIT FACILITY

INTERACTIVE FORM

FILL OUT THIS FORM IN ADOBE ACROBAT
READER DIGITALLY, AND SAVE THE PDF FILE
WITH YOUR NAME & PRINT, SIGN, SCAN &
EMAIL TO:

debtors@cnsfoods.co.za

WITH COPY'S OF ID'S, CM, CK, VAT
CERTIFICATE, CANCELLED CHEQUE / BANK
LETTER & ELECTRICITY BILL.



PLEASE MARK APPLICABLE:SOLE PROPRIETOR ☐ PARTNERSHIP ☐ (PTY) LTD COMPANY ☐PRIVATE (PTY) LTD ☐ TRUST ☐ CLOSE CORPORATION ☐FULL NAME OF BUSINESS: TRADING NAME: NATURE OF BUSINESS: TAX NO.: REGISTRATION NO.: VAT NO.: ESTABLISHED SINCE: OWNED SINCE: CONTACT NO.: EMAIL: ADDITIONAL TEL.: WEB ADDRESS: POSTAL ADDRESS: PHYSICAL ADDRESS: ACCOUNTS DEPT NAME: TEL NO.: AUDITORS / ACCOUNTANTS: TEL NO.: LANDLORD NAME: TEL NO.: **NAME & ID NUMBERS OF PRINCIPLE SHAREHOLDERS / DIRECTORS / MEMBERS / PARTNERS - ATTACH IF MORE THAN TWO.**

FULL NAMES	HOME ADDRESS	ID NO.	TEL / CELL NO.

BANK/BRANCH: ARE FINANCIALS AVAILABLE: ACCOUNT NO.: BRANCH CODE:

TRADE REFERENCES:	TEL NO:	FOR OFFICE USE ONLY

THE CUSTOMER CERTIFIES THAT THEY HAVE RECIEVED A COPY OF THE GENERAL TRADING TERMS & CONDITIONS.CREDIT LIMIT REQUESTED: PAYMENT TERMS: 14 DAYS

FULL NAMES	ID NO.	SIGNATURE:	DATE:

1. DEFINITIONS

1.1 In these General Conditions, unless the context Otherwise indicates

1.1.1 "CNS" means CNS Foods (reg no 97/38344/2/3) of 19 Nipper Road New Germany, KwaZulu Natal.

1.1.2 "the Customer" means the party to whom any goods are sold or supplied by CNS from time to time and includes any party to whom CNS has given a quotation,

1.1.3 "the goods" means any goods sold or delivered by CNS to the Customer or to such other person as the Customer may direct; "the place of delivery" means the place of delivery indicated in the quotation or contract or so near thereto as the vehicle carrying the goods can safely get;

1.2 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partner- ships and bodies corporate.

1.3 The head notes to the paragraph to this document are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.4 This document shall be binding on the executor administrators, trustees, liquidators, receivers successors-in-title or assigns or other legal representative of the Customer as fully and effectually as if they had signed this document in the first place and any reference herein to the Customer shall include all such persons.

2. APPLICATIONS OF THESE CONDITION

2.1 All quotations given by CNS and all contracts entered into between CNS and the Customer shall be subject to the terms and conditions and expectations contained herein.

2.2 All quotations issued by CNS are not capable of acceptance so as to make a binding contract and all orders placed with CNS require its acceptance before any contract arises.

3. PRICES

3.1 Unless otherwise agreed:-

3.1.1 All prices quoted or agreed shall be the net price payable in respect of the goods and shall be exclusive of VAT or any other taxes or duties applicable to the goods or the sale thereof, which shall be payables by the Customer. All amounts payable by the Customer to CNS from time to time shall be paid free of bank commissions and without deduction or set off to CNS at its principal place of business from time to time within the specified terms agreed upon.

3.2 CNS reserves the right to change its price from time to time without notice provided that no price change shall apply to any of the goods in respect of which an order has been accepted by CNS prior to such price change.

4. DELIVERY

4.1 In the event of CNS agreeing to deliver the goods, CNS will deliver or arrange for delivery of the goods to the place of delivery whereupon the risk in the goods shall pass to the Customer.

4.2 The Customer shall take delivery of the goods at the place of delivery against tender of the delivery thereof.

4.3 The Customer agrees that the signature of an employee of the Customer on the official delivery note or waybill of CNS, or the delivery note or waybill of any authorized independent carrier will constitute due and proper delivery of the goods.

4.4 Ownership in the goods shall remain vested in CNS until the Customer has paid for the goods in full in accordance with these conditions.

4.5 CNS shall not be liable to the Customer for any goods not delivered or shortages unless CNS has been notified telephonically before the vehicle delivering the goods leaves the place of delivery and CNS receives written confirmation of the same, within 24 hours thereof.

4.6 All dates of delivery quoted or agreed by CNS are given in good faith and all reasonable effort will be made to comply therewith but CNS shall not be liable for any loss, damage or delay of whatsoever nature or however arising due to the failure of CNS for any reason whatsoever to deliver or arrange for delivery of goods on or by the agreed or quoted dates of delivery.

5. LIABILITY

5.1 The liability of CNS in respect of defective goods shall only extend to the replacement of any goods which are proved to the reasonable satisfaction of CNS to be defective and CNS shall not be liable for any loss or damage of whatsoever nature or howsoever arising from any defective goods.

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5.2 Without in any way derogating from the provision of clause 5.1 CNS shall not be liable for any injury, loss or damage of whatsoever the nature (whether special, direct, indirect ,consequential or otherwise) and same may arise or be caused, whether arising from the sale of the goods themselves or otherwise.

6. LIMITATION OF CLAIMS

Notice of any claim by the Customer in respect of Defective goods must be received by CNS in writing not later than 24 hours after delivery of goods to the place of delivery, failing which, such claim by the Customer shall be deemed to be waived and absolutely barred.

7. CREDIT FACILITIES

7.1 All credit facilities granted to the Customer Shall be within the sole discretion of CNS.

7.2. Any credit facilities granted to the Customer may be withdrawn by CNS at any time without prior notice and CNS reserve the right to review the extent, nature and duration of such Facilities at all times, without providing any reason therefore.

7.3. It is acknowledged by the Customer that the "maximum credit limit required" constitutes a guide only and the amount of credit extended by CNS shall be solely within its own discretion. The Customer further agrees that any credit limit granted together with any extension thereof, shall constitute monies due, owing and payable by the Customer to CNS.

8. DEFAULT

8.1 Should the Customer fail to pay any amount due to CNS on the due date or commit a breach of any provisions of this document, then and in either such event CNS shall be entitled, without prejudice to any of its other rights or remedies, to claim immediate payment of all amounts owing by the Customer to CNS, whether payments of such amounts are due or not.

8.2 No fees, charges or interest shall be levied by CNS on overdue payments owing for goods sold in terms hereof. This shall not derogate from CNS' right to charge morae interest at the legal rate once a written letter of demand has been addressed to the Customer, placing the Customer in \ morae and calling for payment of overdue amounts.

8.3 A certificate signed by CNS or any director of CNS reflecting the amount of the indebtedness of the Customer to CNS and the fact that the same is due and payable shall be conclusive proof for the purposes of CNS obtaining provisional sentence or judgement against the Customer.

8.4 In terms of section 45 of the Magistrate's Court Act, No.32 of 1944 (as amended), the Customer hereby consents to the jurisdiction of the magistrate's court in respect of any other or proceedings which may be instituted by CNS against the Customer.

8.5 Notwithstanding the provisions of clause 9 CNS shall be entitled in its discretion to institute any action or proceedings against the Customer in any Supreme Court having jurisdiction.

8.6 The Customer shall be liable to pay CNS or its attorneys on demand all tracing fees, and cost on an attorney/client scale and collection commission payable by CNS in respect of any action or proceedings which may be instituted by CNS against the Customer.

9. JOINT and SEVERAL LIABILITY

Where the Customer is a partnership or comprises more than two parties, the partners or parties, as the case may be, shall be jointly and severally liable to CNS for the due and proper performance by the Customer of all its obligations to CNS and such partners or parties shall be deemed to have renounced the benefits of excussion and division.

10. NOTICES and DOMICILIA

10.1 The Customer hereby chooses domicilium citandi et executandi ("domicilium ") for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from any contract conclude with CNS at the physical address given overleaf.

10.2 The Customer shall be entitled from time to time by notice to CNS to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante provided that such notice shall not become effective until 14 days after delivery thereof.

10.3 Any notice given to the Customer which:

10.3.1 is delivered by hand during the normal business hours of the Customer at its domicilium for the time being shall be deemed to have been received by the Customer at the time of delivery.

10.3.2 is posted by prepaid registered post to the Customer at its domicilium for the time being shall be deemed to have been received by the Customer on the fourth day after the date of posting.

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10.3.3 where in terms, of this documents or any contract concluded with the Customer any communication is required to be in writing, the term writing shall include communications by telegram, telex or facsimile. Communication by telegraph, telex or facsimile shall be deemed to have been received by the Customer one hour after the time of transmission.

10.3.4 no notice given by the Customer to CNS shall be valid unless delivered at the principal place of business of CNS and clearly marked "For the Attention of the Managing Director".

11. PROVISIONS

11.1 No alterations, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the duly authorized representative of CNS.

11.2 CNS shall not in respect of any contract concluded with the Customer is bound by any undertakings, representations, warranties, promises, or the like not agreed to in writing by CNS or its duly authorized representative.

11.3 No indulgence, leniency, or extension of time which CNS may grant or show to the Customer shall in any way prejudice CNS or preclude it from exercising any of its rights in the future.

11.4 Should a conflict exist between any terms agreed to by CNS and the Customer outside this agreement and that of the conditions contained herein, the General Trading Terms and Conditions shall be binding on all parties.

CNS has the Customer's consent at all times to contact and request information from any persons, credit bureaus or business, including those mentioned in the credit application form, and to obtain any information relevant to the Customer's credit assessment including but not limited to information regarding the amount purchased from a supplier, length of time Customer has dealt with supplier, type of goods and manner and time of payment.

12. POPI Act

12.1 Request and obtain financial information from the Customer's auditors and bankers.

12.2 Request and obtain credit information from, inter alia, credit bureaux.

12.3 Request and obtain information from the Customer's trade references.

12.4 May collect, use, store or process Personal Information (as defined in the POPI Act) relating to the customer and its principals in compliance with the provisions of the POPI Act, as is necessary for the purposes of this Agreement (as defined in Annexure B: Terms & Conditions).

DATE

SIGNATURE

DEED OF SURETYSHIP

1. We, the undersigned, do hereby interpose and bind ourselves to CNS FOODS CC, (CNS), its order or assigns, as surety jointly and severally in solidum and co-principal debtor for the due payment by the Customer _____ Registration No. _____ (hereinafter referred to as the Debtor), to CNS for all such sums of money which at any time be or become owing from the Customer to CNS from any cause whatsoever including any damages suffered by CNS.
2. We renounce the benefits of excussion and division, cession of action or de duobus vel pluribus reis debenti, the meaning and effect of which we declare ourselves to be fully acquainted with.
3. We declare that this Surety shall remain in force for an unlimited period or until CNS shall notify us in writing of our release, irrespective of any intermediate payments or temporary cancellation of any indebtedness between CNS and the Customer.
4. We hereby acknowledge the content of clause 7.3 contained in the General Trading Terms and Conditions and agree that the same is binding on us and any indulgence granted by CNS to the Customer outside those conditions shall not constitute a waiver of any of CNS's rights in respect of its claim against us.
5. We hereby consent in terms of Section 45 of Act 32 of 1944 to any legal proceedings against us being issued out of a Magistrate's Court having jurisdiction.
6. A certificate duly signed by a director of CNS indicating the amount of indebtedness in respect of any amounts owing by the Customer, shall be sufficient evidence for purposes of obtaining judgment.
7. In the event of CNS instituting action to exercise its rights arising hereunder, we shall be liable for all legal costs incurred on the basis of attorney and client, including collection commission.
8. We choose as our domicilium citandi et executandi for all purposes hereunder the addresses appearing next to our signatures.

Thus signed at _____ on this the ____ day of _____ 20__

(full address) _____

Full Name : _____ I.D No.: _____

Signature-Surety

Thus signed at _____ on this the ____ day of _____ 20__

(full address) _____

Full Name : _____ I.D No.: _____

Signature-Surety