

BIX-BERRY 110 CC T/A

HOXIES KZN

Reg No: 2011/ 090671/23

Vat No: 47402 58985

APPLICATION FOR TRADING FACILITIES



Requirements with application:

Copy of VAT
Copy Company Registration
Copy of Identity Document
Bank Account Verification

Name:..... Account No:

Address:.....

Contact Person:.....

Director: Ridwaan Raza

1. APPLICANT

1. REGISTERED BUSINESS NAME
2. REGISTRATION NUMBER (if applicable)
3. REGISTERED ADDRESS
4. TYPE OF BUSINESS
5. PRINCIPLE BUSINESS ACTIVITIES
6. a. PHYSICAL ADDRESS (being chosen DOMICILIUM CITANDI ET EXECUTANDI)
.....
- b. DELIVERY ADDRESS
7. TRADE NAME
8. POSTAL ADDRESS
9. TELEPHONE No.: FAX No.: E-MAIL ADDRESS
10. DATE BUSINESS ESTABLISHED YY..... MM DD..... VAT No.:

11. DIRECTOR/MEMBER/OWNER PARTNER NAMES	HOME ADDRESS	I.D. NUMBER

(COPIES OF DOCUMENTS OF CLOSE CORPORATION (CC) COMPANY (Pty) OR TRUST TO BE PROVIDED WITH THIS APPLICATION UNLESS APPLICANT IS SOLE PROPRIETOR)

12. ARE THE PREMISES RENTED..... OR OWNED
13. IF RENTED, NAME AND ADDRESS OF LANDLORD
- TELEPHONE No FAX No
14. NAME OF PERSON RESPONSIBLE FOR ACCOUNT
15. AUDITORS TELEPHONE No.:
16. BANKERS BRANCH ACCOUNT No.:
17. TRADE REFERENCE (a)..... (b)..... (c).....

NAME	TEL	CREDIT LIMITS AND TERMS	OFFICIAL USE

I certify that the above information is, to the best of my knowledge and belief, true and correct and I hereby warrant that I am legally entitled to bind the above named Applicant to the terms hereof and I agree that by my signature hereto, the Applicant shall be bound to the company's standard conditions of sale which I acknowledge I am fully acquainted with. (Where applicable, attach Board Resolution)

TERMS REQUIRED	C.O.D. CREDIT				METHOD OF PAYMENT		
	7	14	21	30	* CHEQUE	EFT	CASH

AMOUNT

DATE NAME/TITLE (OFFICIAL CO. STAMP)

DESIGNATION SIGNATURE

STANDARD CONDITIONS OF SALE

1. Without derogating from the generality of the contents of these conditions, it is recorded that ownership of the goods remains vested in us until the Applicant has paid all amounts in terms of this agreement. The risk in the goods passes to the Applicant upon delivery of the goods or signing of this agreement, whichever occurs first.
2. We shall be entitled to appropriate any payment of received from or on behalf of the Applicant to any indebtedness of the Applicant to us from whatever cause arising.
3. The Applicant will at all times keep the goods in his possession and control and exercise care in the use thereof and will at his own expense ensure that the goods are properly stored, including refrigerated if needs be.
4. The Applicant will not without prior written consent, be entitled to sell, encumber, pledge, part with possession of or in any way deal with goods, save in the normal course of business.
5. Any part of accessory added to the goods or transformation of the form of goods through any process, becomes our property without compensation.
6. We shall or our agent shall at all times be entitled to inspect the goods and should the storage of the goods need improvement in our sole discretion, we shall be entitled to effect such improvements at the cost of the Applicant.
7. The Applicant will advise us of the full name and address of the landlord where the goods are kept and any subsequent landlords. The Applicant shall however be obliged to inform the landlord of our ownership of the goods.
8. The goods may not be used elsewhere than in the Republic of South Africa without our prior written consent.
9. A certificate issued and signed by any of our directors or duly authorised managers, whose authority need not be proved, stating the amount owing by the Applicant plus interest and cost due or stating any detail relating to any purchase or transaction, shall be prima facie proof of the facts therein and may be used in support of an application for Summary Judgement.
10. No relaxation or indulgence including the acceptance of late payments by us shall be deemed to be a waiver of any of our rights to enforce strict compliance by the Applicant with any of its obligations in terms hereof.
11. The operation of the terms of this document shall not be varied otherwise than in writing, to be signed by us. We shall however be entitled to alter these conditions from time to time at our sole discretion, and advise the Applicant of the change in conditions of sale, from time to time.
12. The Applicant may not cede or assign any of his rights or obligations hereunder without our prior written consent.
13. The Applicant waives all the benefits conferred upon him in terms of the Prescription Act 68 of 1969, as amended, and agrees that he is hereby precluded from pleading prescription whether acquisitive or instinctive as a defence against any claim by us.
14. If the Applicant fails to comply with any of his obligations in terms of this agreement we reserve the right to effect such compliance on the Applicant's behalf, and all costs and expenses incurred by us in doing so or otherwise in protecting our title to the goods are payable by the Applicant to us on demand.
15. This Agreement is in all respect governed and construed in accordance with the laws of the Republic of South Africa.
16. All goods are sold by us only in accordance with the standard specifications applicable to such goods and subject to these Conditions of Sale. No variations from these Conditions of Sale and no contrary stipulation by the Application shall be valid unless specifically accepted by us in writing.
17. Any advice or assistance given, whether concerning processing or application possibilities relating to our products, technical recommendations or similar indications, machinery or otherwise, is given in good faith but without obligation and subject specifically to the exclusion of any liability whatever on our part or our staff for damages whether direct or consequential, or otherwise howsoever.
18. Orders shall only be binding on us if made in writing insofar as accepted by us in writing or by delivery of any goods so ordered by submission of invoice.
19. Unless Applicant's order specifically states a date on or before which delivery is required and such date is accepted by us, orders will be accepted for delivery as and when goods can be made available by us, and we are entitled to execute orders by instalments. Where orders specify a delivery date and such delivery is accepted by us, the delivery date shall merely be considered as an estimated date of delivery and shall not constitute a term of the agreement.
20. Unless otherwise agreed by us beforehand in writing:-
 - 20.1 The Applicant agrees that the amount contained in a tax invoice issued by us shall be due unconditionally:-
 - (a) in cash on order
 - (b) if the Applicant is a credit approved customer, shall become due and payable without deduction within thirty (30) days of statement on which purchases first appeared. Interest at the rate of 3% per annum above the prime overdraft rate ruling at the time as quoted by ABSA shall be payed on all overdue amounts.
 - 20.2 The Applicant agrees to pay the amount on the tax invoice at our offices or at such other place we may designate.
 - 20.3 The failure or refusal by the customer to take delivery of the goods shall not excuse the customer from the obligation to pay for the goods.
 - 20.4 Where orders are executed by instalments, payments for each part executed shall be due in terms of these Conditions from date of statement referring to said part order.
 - 20.5 If we have not expressly confirmed a definite price in writing for the execution of any order, our list price ruling at the date of delivery shall apply. Where delivery of order is made in parts, the list price ruling at the rate of each part delivery shall apply to each such part delivery.
 - 20.6 Where a definite price has been expressly confirmed by us for the execution of an order or contract, such price shall nevertheless at all times be subject to increase in our list price ruling at the immediate time of delivery or part delivery of the order or during the order or during the contract, but any such increase in price shall be notified to the Applicant and shall entitle the Applicant to terminate the order or contract on 14 (fourteen) days notice in writing, either party having no claim whatsoever against the other arising from the price increase or in consequence of such determination.
 - 20.7 Incidental expenses, including where applicable but not limited to bank charges, expenses incurred in releasing shipping documents and insurance shall be for the Applicant's account.
 - 20.8 The Applicant/Customer shall be liable to us for legal expenses on an attorney and own client scale of any attorney and counsel incurred by us in the event of:-
 - (a) any default by the Applicant, or
 - (b) any litigation in the regard to the validity and enforceability of this agreement. The Applicant shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that we may demand.

Initials

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- 20.9 The Applicant/Customer shall pay a minimum of R6 000.00 (six thousand rand) into Court or furnish sufficient security to the satisfaction of the Clerk of the Court in lieu of costs for any action instituted by or against the Applicant/Customer.
- 20.10 The Applicant/Customer agrees and consents that we will not be required to furnish security in terms of Rule 60(2) of the Rules of the Magistrate's Court, or in terms of Rule 47 of the Rules of the Supreme Court 59 of 1959.
- 20.11 The signatory hereby binds himself/herself in his/her personal capacity as shareholder (in the case of a company), as member (in case of a close corporation), or owner or partner as co-debtor, jointly and severally for the full amount due to us and agrees that these standard conditions will apply in the exact same way to him or her.
- 20.12 Should the Applicant be afforded the opportunity to pay its account in instalments, payments must be made strictly in accordance with the terms agreed on, and should any payment not be made on due date as per the terms agreed on, we shall have the immediate right without notice to the Applicant, to claim the entire balance owing on the goods immediately as if due and payable immediately
- 20.13 The applicant consents that we may register information about the conduct of the Applicant's account on any credit beareau.
21. We shall have no liability whatsoever for late delivery or non-delivery of any goods due to force majeure or any other circumstances whatsoever beyond our control, and except where the Applicant has specifically stated a date in its order before which delivery is required, which order has been specifically accepted by us subject timeous delivery, we accept no responsibility whatsoever for loss or damage caused by late delivery, howsoever caused or arising. Any liability established shall be limited to the Applicant's direct loss and in an amount equivalent to the invoice value of the order to which the loss relates.
22. We shall have no obligation to supply for as long as the Applicant is in arrear with any payments owing from whatever cause. If the Applicant should commit any act of insolvency, or if a provisional or final judicial management or liquidation order is granted against the Applicant we reserve the right to cancel any sale, or stop any further deliveries unless satisfactory security is provided or advance payments are made.
23. The risk in the goods shall pass to the Applicant upon delivery. Delivery shall also be deemed to have been affected should the Applicant request delivery to a third party transporter or the goods to be released to the Applicant's nominee. In either event a signed receipt from a third party transporter or the Applicant's nominee will be accepted as proof of delivery.
24. Our standard specifications in relation to quality and makeup shall apply to the goods unless otherwise requested by the customer and agreed to in writing by us. If any goods sold do not accord with specification, the Applicant shall notify us in writing immediately the defect comes to his notice and provided the Applicant does so within 2 (two) days from the date of delivery of the defective goods to the Applicant, we shall accept liability to replace any goods which were sold by us direct to the Applicant and which goods are not in accordance without specification or alternatively (provided that the goods have not been damaged in any way whatsoever) at our opinion we shall be entitled to take the goods back, refunding the Applicant with the purchase price paid if any goods sold do not accord to the quantity ordered the Applicant shall notify us immediately (and in any event within 2 (two) days of delivery) and provided the Applicant is able to demonstrate to our satisfaction that we have failed to deliver the quantity ordered we shall make good any shortfall in delivery.
25. We accept no responsibility for damages, or any loss, whether direct or consequential that may be suffered by the Applicant or any other person claiming through the Applicant in connection with the goods, or whether arising from the Applicant's order or our fulfilment thereof, or otherwise whatsoever.
26. The goods shall become the property of the Applicant only after he/she has paid us in full and performed all other obligations in terms of these Conditions. If third parties try to assert or substantiate rights, the Applicant shall be obliged to inform us of any such action immediately, and we shall be entitled to take whatever action we may see fit to protect our rights, including cancellation of the sale and repossession of the goods. In the event of any such cancellation of the sale the Applicant undertakes to look after and keep the goods safe until repossessed by us and upon request from us the Applicant undertakes to hand over and return the goods to us.
27. Where any goods are used by the Applicant for any further processing the use of any of our trademarks in connection therewith shall be subject to our express written agreement. This shall apply to all processing stages. Any consent given by us shall be in compliance with the trademark laws and the processing of the goods in a manner approved by us.
28. The Applicant shall bear all exchange/valuation risks where applicable and consequential price increases from time to time when the order is placed until we have received payment therefore from the Applicant, whether revaluation may occur before or after delivery to the Applicant.
29. Notwithstanding any waiver, indulgence or relaxation expressed or implied by us to the Applicant, all these conditions shall remain in force unless and until abrogated by us in writing and any obligation of the Application thereunder shall in any case remain in full force and effect.
30. The Applicant hereby consents to the jurisdiction of the Magistrate's Court for any action that might arise from this agreement. The Seller, however, reserves the right at his sole discretion to institute action in the Supreme Court and to claim cost at Supreme Court scale.
31. The Applicant consents and hereby authorises us to apply for any information that may be relevant in establishing the credit-worthiness of the Applicant, from any person, institution or body. Such person, institution or body is hereby authorised to furnish all relevant information to the creditor.
32. The creditor shall be entitled to call for the registration of a notarial bond over approved moveable assets including, but not limited to, stock, of the Applicant.
33. Payment shall be deemed to have been discharged upon receipt by the creditor of payment from the Applicant and in the event of payment being effected by cheque, only after such cheque, has been met by the bank against which it has been drawn. Without derogating from the generality of this provision the Applicant acknowledges that we do not assume any risk in respect of cheques that the Applicant may despatch to the creditor through the postal service.
34. If the business is sold, debt belongs to the Applicant/Customer and the new owner jointly and severally, the one paying, the other to be absolved. As the Supplier, we reserve the right to claim from the Applicant/Customer or the new owner at our sole discretion.
35. The Customer/Applicant is not entitled to set off any amount due to the Customer/Applicant by the Supplier/us against its indebtedness to the Supplier/us. The Customer/Applicant shall not be entitled to withhold payment to the Supplier/us for any reason whatsoever.
36. All discounts shall be forfeited and reversed if payment in full is not made on the due date by the Customer/Applicant.
37. The Customer/Applicant irrevocably authorises the Supplier/us to enter its premises to repossess any products delivered, without a court order, and indemnifies the Supplier/us completely against any damage whatsoever, relating to the removal of repossessed products.
38. The invalidity of any part of these terms and conditions shall not affect the validity of any other part.
39. Should the Customer/Applicant be in breach of any terms and conditions, or should the Customer/Applicant fail to make any payment due to the Supplier/us timeously or at all, the Supplier/us shall have the right to cancel any agreement/s reached between the Supplier/us and the Customer/Applicant, repossess all goods supplied by the Supplier/us to the Customer/Applicant, and claim damages without prejudice to other remedies that the Supplier/we are entitled to at law.

Initials

DEED OF SURETYSHIP

I/We the undersigned,

with physical address at

IDENTITY NUMBER:

do hereby bind myself/ourselves jointly and severally, as surety/ies and co-principal debtor/s in solidum, with

COMPANY NAME & REGISTRATION NO.:
hereinafter styled the "Debtor")

for payment on demand to **HOXIES FOODS KZN** (hereinafter styled "the Creditor"),

of certain sums of money which the Debtor may now and from time to time hereafter owe or be indebted to the Creditor from whatsoever cause arising, whether such indebtedness be incurred by the Debtor solely or jointly or in partnership with any other person, company, association or other legal persons.

1. It is hereby agreed and declared that all admissions and acknowledgments of indebtedness shall be binding on me/us and, that the Creditor shall be binding on me/us and, that the creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Debtor or any other person, entity aforesaid without reference to or approval by me/us, and that in the event of liquidation, judicial management, insolvency or compromise, no dividend or payments which the Creditor may receive from the Debtor or any other person, entity or from me/us, shall affect my liability to the full extent of the suretyship for the balance owing after receipt of such dividends or payments.
2. I/we hereby cede to the Creditor, my/our right, title and interest in and to any amounts due to me/us by the Debtor by reason of any loan or other account as security for each and every amount which the Debtor is at present indebted to the Creditor or may in future become indebted to the Creditor.
3. In the event of any liquidation, judicial management, or sequestration of the Debtor, I/we bind myself/ourselves not to file any claim against the Debtor in competition with the Creditor. Further, in the event of any composition or compromise by the Debtor whether in terms of the Company Laws or Insolvency Laws, or under Common Law, I/we also undertake not to file any claim against the Debtor in competition with the Creditor.
4. I/We renounce the benefits of: -
 - 4.1 excussion- by renouncing this benefit, I/We understand that the creditor/s become/s entitled to sue me/us for the full amount owing under this suretyship without first proceeding against the debtor/s.
 - 4.2 division - by renouncing this benefit, I/We understand that where there is more than one surety for the debtor/s obligations, the creditor/s will be entitled to sue each such surety for the full amount owing under this suretyship and not only for pro rata share.
 - 4.3 cession of action - by renouncing this benefit I/We understand that the creditor/s become/s entitled to sue me/us without first ceding the creditors right of action against the debtor/s to me/us.

For the purpose of any action against me/us hereunder, for provisional sentence, summary judgement or otherwise, a certificate by a manager or accountant of the Creditor whose authority need not be proven, as to the amount owing by the Debtor plus interest and costs and to the effect that due date of payment of such amount has arrived or stating any detail relating to any purchase or transaction shall be sufficient and satisfactory proof of the facts therein stated, unless I/we the Debtor(s) is able to proof to the contrary. In the event of any legal action arising out of this Deed of Suretyship, I/we undertake to pay costs on the scale as between attorney and client, collection commission and statutory interest a *tempore morae* or as agreed between the Creditor and Debtor, whichever shall be higher.

I/we do hereby consent to the jurisdiction over my/our person in terms of Section 28 of the Magistrate's Court Act Number 32 of 1944, as amended, in respect of any claim arising out of this Deed of Suretyship notwithstanding the fact that the value of such claim may exceed the limits of the Magistrate's Court jurisdiction. Notwithstanding my/our consent to the jurisdiction of the Magistrate's Court having jurisdiction over my/our person in terms of Section 28 of the Magistrate's Court Act No. 32 of 1944, as amended, I/we agree that the Creditor shall, at its own option and discretion, be entitled to issue summons in any competent Supreme Court in which event the Creditor will be entitled to claim legal costs on the applicable Supreme Court scale and my/our consent to the jurisdiction of the Magistrate's Court shall in no way prejudice any of the rights of the said creditor to institute proceedings in a competent Supreme Court.

SIGNED AT ON THIS DAY OF 20

AS WITNESSES:-

NAME:

.....
SURETY & CO-PRINCIPAL DEBTOR

ADDRESS:

IDENTITY NO.

.....

.....
SURETY & CO-PRINCIPAL DEBTOR

NAME:

IDENTITY NO.

ADDRESS:

.....
SURETY & CO-PRINCIPAL DEBTOR

IDENTITY NO.

OFFICIAL USE

VISITED BY DATE

OBSERVATION

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RECOMMENDATION

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CREDIT CONTROL

SALES PERSON SALES MANAGER

REP CODE REGION

BANK REPORT Amount R

GUARANTOR Yes No WHO?

TERMS APPROVED	C.O.D.	CREDIT				METHOD OF PAYMENT		
		7	14	21	30	* CHEQUE	EFT	CASH

CREDIT APPROVED R CGI Yes No CGI AMOUNT R

CREDIT MANAGER DATE

FINANCIAL MANAGER DATE