

CITRUSDAL CELLARS (Pty) Ltd  
P.O. Box 482  
CITRUSDAL 7340  
SOUTH AFRICA / SUID-AFRIKA  
TEL: +27 (022) 921 3400  
FAX: +27 (022) 921 3188  
<http://citrusdalcellars.co.za>

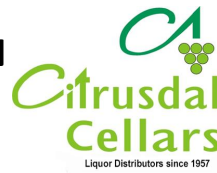
# **CITRUSDAL CELLARS APPLICATION SURETYSHIP AND TERMS AN CONDITIONS OF SALE \*COD\***

**CITRUSDAL DEPOT**

<b>FOR OFFICE USE ONLY CHECKLIST</b>	
<b>ACC NO</b>	
<b>ID DOCUMENT</b>	
<b>VALID LIQUOR LICENSE</b>	
<b>COMPANY REGISTRATION DOCUMENTS</b>	
<b>SIGNED OFF FINANCIAL MANAGAER</b>	
<b>STARTING DATE</b>	

# CITRUSDAL CELLARS CREDIT APPLICATION

## CITRUSDAL DEPOT



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### APPLICATION FOR ACCOUNT

Full Name of Company: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

Liquor License Number: \_\_\_\_\_

Type of Company:  Public  Private  Partnership  CC  Other

Account Grouping:  On Con  Off Con  Blue Bottle  Liquor City  Liquor Land  Overland

### OWNER(S)/DIRECTOR(S)/SHAREHOLDER(S)

Full Name:	ID Number:	Address:	Telephone Number:

### TRADE REFERENCES

Name:	Address:	Credit Terms:	Telephone Number:

### COMPANY DETAIL

Registered Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

### CONTACT DETAILS

Contact Person – Orders: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person – Accounts: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### BANKING DETAILS

Account Name: \_\_\_\_\_

Account Type: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Rating (for Office Use) \_\_\_\_\_

### CREDIT APPLICATION DETAILS

Credit Limit Requested: \_\_\_\_\_

\_\_\_\_\_  
 BRANCH MANAGER SIGNATURE

\_\_\_\_\_  
 INITIAL



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## **TERMS AND CONDITIONS**

I/We apply for credit facilities to be granted to me/us by Citrusdal Cellars (Pty) Ltd in respect of goods to be supplied and/or services to be rendered, upon the following terms and conditions:

1. Notwithstanding the granting of credit facilities to me/us, Citrusdal Cellars (Pty) Ltd shall be entitled at any time, and in its sole discretion to withhold such facilities and require repayment of any amounts outstanding.
2. I/We undertake to pay any account within a period as granted by Citrusdal Cellars (Pty) Ltd through this application, reckoned from date on which credit was granted.
3. I/We undertake to pay all legal costs incurred in connection with the recovery of any account due by me/us, including all collection charges as specified by an attorney appointed by Citrusdal Cellars (Pty) Ltd from time to time, tracing fees and costs as between attorney and client which may be payable in respect of the collection of such account.
4. I/We agree that the physical trading address given by me/us in this application shall be my/our domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature.
5. I/We agree that in the event of a dispute arising from this agreement:
  - a. Citrusdal Cellars (Pty) Ltd will have the option to have the dispute arbitrated by an arbitrator appointed either by agreement or by the President of the Association of Arbitration in accordance with the provisions of the Arbitration Act No. 42 of 1965.
  - b. That in any court action arising from this agreement, I/we agree and consent (in terms of Section 45 of the Magistrates Court Act 32 of 1944 as amended) that Citrusdal Cellars (Pty) Ltd may at its discretion, institute such action in the jurisdiction of the relevant Magistrates Court, notwithstanding that the amount of the claim may exceed such jurisdiction.
  - c. I/We further agree that this constitutes consent in writing to the jurisdiction of the Magistrates Court as contemplated by the Magistrates Court Act No. 32 of 1944 as amended.
6. I/We undertake to notify Citrusdal Cellars (Pty) Ltd within seven (7) days of any change of address.
7. No addition to, variation or cancellation of this agreement shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, I/we agree that any term or condition which may be contained on an order, written or verbal, and which is at variance with the terms of this agreement, shall be of no force or effect unless incorporated in a document signed by both Citrusdal Cellars (Pty) Ltd and ourselves and which has been prepared specifically for the purpose of varying the terms of these conditions.
8. I/We hereby agree that I/we shall not be entitled to withhold payment of my account for any reason whatsoever.
9. I/We agree that ownership of the goods will not pass to ourselves until we have paid in full for them.
10. Any settlement discount offered or allowed by Citrusdal Cellars (Pty) Ltd to ourselves is always subject to payment within the agreed period, failing which any discount agreed falls away.
11. In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Citrusdal Cellars (Pty) Ltd to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
12. All prices are subject to change without prior notice.
13. I/We agree that neither Citrusdal Cellars (Pty) Ltd nor any of its employees will be liable for any negligent or innocent misrepresentations made to me/us nor shall I/we be entitled to resile from any contract on those grounds. It is the sole responsibility of me/us to determine that the goods or services ordered are suitable for the purpose of intended use.
14. The delivery dates agreed to are given in good faith and all reasonable effort will be made to comply with them, but they shall be treated as approximate only and shall not be made the essence of the contract.

## **CONDITIONS APPLICABLE TO THE GRANTING OF CREDIT**

1. The undersigned does hereby warrant that the above information is true and correct. Furthermore, that the undersigned is duly authorized to complete and sign this form on behalf of the applicant.
2. The undersigned warrants that the Directors/Partners/Proprietor/Members have never been insolvent or associated with any other business failure, which has not been declared on this application form.
3. It is also agreed that the company may use any means to verify the information contained in this document.

\_\_\_\_\_  
BRANCH MANAGER SIGNATURE

\_\_\_\_\_  
INITIAL



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4. It is agreed that the undersigned, being duly authorized to represent the applicant, accepts the terms and conditions of this document as well as those as set out in the document attached entitled "Terms and Conditions", as amended from time to time

**DOCUMENTS TO ACCOMPANY APPLICATION**

1. ID documents of all owner(s)/director(s)/shareholder(s)
2. Valid Liquor License
3. Company Registration Documents

**DEED OF SURETYSHIP**

I/We, the undersigned, \_\_\_\_\_ (Full Name), \_\_\_\_\_ (ID No.)

**Do hereby bind myself/ourselves jointly and severally unto one in favour of Citrusdal Cellars (Pty) Ltd (hereafter referred to as the "Credit Grantor) as sureties and co-principle debtor/s in solidum with**

\_\_\_\_\_ (Complete)  
(hereinafter referred to as the "Principle Debtor") for the due and punctual payment by the Principal Debtor to Citrusdal Cellars (Pty) Ltd of any amount which now or which may hereafter become owing by the Principal Debtor to Citrusdal Cellars (Pty) Ltd from any cause of indebtedness howsoever arising and for the fulfillment of the Principal Debtors obligations to Citrusdal Cellars (Pty) Ltd.

For the purpose of any action against me/us, a certificate by a Director or Manager of Citrusdal Cellars (Pty) Ltd (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to Citrusdal Cellars (Pty) Ltd and of the fact that the due date for the period of payment of the same has arrived, shall be prima facie proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act of 1944 to Citrusdal Cellars (Pty) Ltd taking any legal action for the recovery of monies claimable hereunder, that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Notwithstanding the foregoing Citrusdal Cellars (Pty) Ltd shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either Citrusdal Cellars (Pty) Ltd shall be entitled to claim costs between attorney and own client.

I/We select my/our domicilium citandi et executandi as

\_\_\_\_\_ (Complete)

At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

This done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

I, \_\_\_\_\_ (full name) as signatory, warrant that I am duly authorized to open an account with Citrusdal Cellars (Pty) Ltd and, by my signature, confirm that the information set out in this application is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE