



Silverfas Unit 4
Fascia Road 96
Silvertondale
Pretoria

Tel: 012 804 3996 / Cell: 081 328 4773

info@bulkmart.co.za

APPLICATION FOR BUYING/CREDIT FACILITY

PAYMENT TERMS: Outstanding invoice must be settled before the next order can be placed (Deposit / EFT)

I/ We the undersigned:

1. Full Names:	
ID No:	Tel No:
Residential address:	
	Zip Code:
2. Full Names:	
ID No:	Tel No:
Residential address:	
	Zip Code:

In my/our capacity as director/secretary/ an authorized representative of the Applicant hereby apply for credit facilities from KCJ FOODS CC trading as BULKMART (the supplier). The following information is submitted as a basis for your consideration of my/ our application.

Registered name of Company:	
Company Registration No:	Vat No:
Service/Delivery Address: (Where business is conducted)	
Type of Business:	
<input type="checkbox"/> Private Co.	<input type="checkbox"/> Public Co.
<input type="checkbox"/> Partnership Close Corp.	<input type="checkbox"/> Sole Proprietor
Contact details:	
Tel No:	Fax No:
Cell No:	Email address:

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Partners or Beneficiaries

ARE ANY OF THE ABOVE MENTIONED PERSONS MARRIED IN COMMUNITY OF PROPERTY?

Yes

No

IF YES, PLEASE COMPLETE THE TABLE BELOW

1. Full Names:	
ID No:	Tel No:
Residential address:	
	Zip Code:

The Applicant hereby certifies that the information set out above is true and correct and that the Applicant will be responsible for the payment of all amounts owing to KCJ FOODS (CC) trading as BULKMART in respect of goods sold and delivered to the above outlet with effect from today's date and until written notice is given by the Applicant that ownership of the business has changed.

The Applicant agrees that KCJ FOODS CC trading as BULKMART may:

- Perform a credit search on the Applicant and record with one or more of the registered Credit Bureau when assessing the Applicant's application for credit.
- Monitor the Applicant's payment behaviour by researching their record at one or more of the Credit Bureau.
- Use new information and data obtained from Credit Bureau in respect of the Applicant's future credit applications.
- Record the existence of the Applicant's account with any Credit Bureau.

Record and transmit details of how the Applicant has performed, and how the account is conducted by the Applicant in meeting the Applicant's obligations on the account. o Use information obtained from one or more Credit Bureau to assess the future credit applications by the Applicant and its Members/Directors. o The Applicant acknowledges and agrees that any information regarding the credit worthiness of the Business, defaults in payment to KCJ FOODS CC trading as BULKMART and details of how the account with KCJ FOODS CC trading as BULKMART is conducted, may be disclosed to any other creditor of the Applicant or to one or more Credit Bureau.

TERMS AND CONDITIONS OF CONTRACT With effect from either of the date upon which the Purchaser signs this application form for credit facilities or the date when the goods are first taken delivery of by the Purchaser, whichever is the earlier, every transaction entered into between the Seller and the Purchaser in respect of any goods sold to the Purchaser, shall be governed by the following terms and conditions:

1. The Purchaser shall be responsible for the payment of all amounts owing to the Seller in respect of all goods sold to any retail sales point controlled by the Purchaser with effect from the date upon which the Purchaser

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signs the application form for credit facilities and until written notice is given by the Purchaser and duly received by the Seller that ownership of the Purchaser's business has changed.

2. Any certificate issued on behalf of the Seller and signed by a director, branch manager, general manager, regional general manager, company secretary or financial manager, shall be prima facie evidence of the amount due by the Purchaser to the Seller to such an extent that the Seller may obtain judgment, provisional sentence or take any other legal proceedings against the Purchaser thereon.

3. Unless the Purchaser objects in writing to the balance outstanding which appears on any monthly statement of the Seller within 7 (SEVEN) days from the date of the statement, the balance outstanding which appears on the statement shall be prima facie proof of the amount due and owing and it shall rest with the Purchaser to prove that such amount is not due and owing.

4. The risk in the goods shall pass to the Purchaser on delivery. The Purchaser shall be responsible to obtain delivery of goods purchased save that the Seller may in its discretion agree to effect delivery on such terms as it may from time to time determine. Ownership shall pass once the amount due by the Purchaser to the Seller has been paid in full.

5. Unless otherwise agreed in writing, the prices at which the goods are sold, shall be the Seller's ruling prices as at the date of delivery of the goods, whether notified to the Purchaser or not.

6. All payments in respect of the goods purchased hereunder shall be due and payable in cash free of exchange of deduction at the Seller's offices, within the terms as applied for on the Seller's invoice for COD, 7 and in respect of the goods supplied. In the event of the Purchaser failing to make payment as aforesaid all amounts owing by the Purchaser to the Seller shall forthwith become due and payable. The Seller shall have the right to claim interest on any arrear amounts, at the maximum permissible rate of interest as determined from time to time in terms of the provisions of the National Credit Act, No. 34 of 2005, such interest to be reckoned monthly in advance from due date to date of payment.

7. The Seller will endeavour to fulfil the terms of any order made by the Purchaser within a reasonable time or within the time stipulated (if any) but the Seller accepts no liability for late deliveries; it being expressly agreed that time shall not be of the essence of the contract. The Seller reserves the right to suspend deliveries hereunder as long as the Purchaser is in default in payment for any prior delivery.

8. No claim by the Purchaser in respect of the fulfilment of the terms of any order made by the Purchaser, or of delivery, whether in respect of the form of delivery, acceptance or acknowledgment of delivery of the goods, short delivery or non-delivery of the goods or in respect of the terms of or any order made shall be considered by the Seller unless such claim shall have been made in writing and delivered to the Seller, within 24 (TWENTY-FOUR) hours of date of delivery as reflected in the delivery note concerned. Failure by the Purchaser to submit a claim in respect of any individual transaction with the aforesaid period shall constitute acknowledgment on the part of the Purchaser that the goods have been duly delivered to the Purchaser in terms of a valid order by the Purchaser as, and in the quantity ordered, and on the date specified, and the Purchaser hereby irrevocably renounces (in respect of each individual credit transaction) any right to which it may be entitled in law as far as the delivery, short delivery or non-delivery of goods is concerned, or acceptance or acknowledgment of delivery of the goods or otherwise in respect of the validity, nature and/or interpretation of the order, should the Purchaser fail to submit a claim in the manner and period aforesaid.

9. The Seller shall not be obliged to accept or fulfil any order made nor shall the Seller be liable in any respect whatsoever for its failure to perform hereunder due to contingencies beyond its control, including, but not limited to, acts of God, Government laws, activities of enemies of the State, civil disturbance, riot, strikes, lockouts, transport delays or accidents. The Seller shall have the right to omit the period of such contingencies all or any portion of the quantity deliverable during such period, but shall deliver the goods thereafter as and when circumstances permit.

10. The Seller gives no warranties of whatsoever nature in respect of the goods. The Seller shall not be liable for any loss of profits, consequential, special, contingent or other damage or loss which may have allegedly been suffered by the Purchaser or may have resulted from any delay in supplying the goods or from any failure by the Seller to perform any of its obligations hereunder, or under any other contract or otherwise.

11. The Purchaser hereby chooses domicilium citandi et excutandi at the address set out in the application for buying facility relating to the credit transaction concerned. The Purchaser consents to the jurisdiction of the Magistrate's Court for the purpose of any action instituted against it upon or arising out of the terms herein set out notwithstanding the fact that by virtue of the amount or relief claimed the said action would otherwise not be

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within the jurisdiction of the Magistrate’s Court. The Seller shall be entitled, but not obliged, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in the town/city of the principal business of the Seller within 60 (sixty) days after it has been demanded before a mutually agreed person, and failing agreement to be selected by the President of the Law Society of Cape Town. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleadings and discovery but shall do so on the basis that the matter is to be expedited and brought to arbitration within the 60 (sixty) day working period and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of evidence need not be observed or taken into account by him arriving at his decision. The parties hereto agree that the decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be entitled to make an order for costs in regard to arbitration.

12. This contract shall be governed by, construed and take effect in all respects in accordance with the law of the Republic of South Africa.

13. No relaxation or indulgence granted by the Seller and no omission by the Seller timeously or diligently to enforce any right under this agreement shall be deemed to amount to a waiver of that or any other nor to be a waiver of that or any other right for the future.

14. The Purchaser acknowledges that it shall be entirely within the discretion the Seller at any time and without having to give any reasons therefore to withdraw the credit facilities that may be granted as a result of this application.

15. Should the Seller institute any legal proceedings against the Purchaser under this Agreement then the Purchaser shall be liable for the Seller’s legal costs as between attorney and own client scale together with collection commission and tracing agent’s fees.

16. The provisions of this Agreement are severable and in the event that any one or more of the conditions or terms hereof are illegal the remaining provisions and terms shall be valid and enforceable.

17. The conditions herein set out constitute the whole agreement between the Seller and the Purchaser and no variation or amendment thereof shall be of any effect unless same is reduced to writing and signed by both the Seller and the Purchaser.

18. Invoices for BULKMART products can be signed off & received on behalf of you by your shop manager, general staff or any other representation in store at the time.

THUS DONE AND SIGNED AT _____ **on this the** _____ **day of** _____ **20** _____

SIGNATORY NO 1

AUTHORISED SIGNATORY NO 2

AUTHORISED

The signatory warranting that he/she is duly authorised hereto and by his/her signature certifies that the information set out in the form is true and correct and that there has been no omission or misrepresentation which could prejudice the granting of credit facilities.

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