



WHOLESALE ACCOUNT APPLICATION FORM

SECTION A: To be completed by all applicants		
<i>Mark with an X the relevant legal entity under which the account will be operated.</i>		
BUSINESS LEGAL ENTITY	CHECK	COMPLETION INSTRUCTIONS
SOLE PROPRIETOR	<input type="checkbox"/>	Complete Sections A, B, D and E
PARTNERSHIP	<input type="checkbox"/>	Complete Sections A, B, D and E
CLOSE CORPORATION	<input type="checkbox"/>	Complete Sections A, C, D and E
REGISTERED COMPANY	<input type="checkbox"/>	Complete Sections A, C, D and E
ACCOUNT TO BE OPENED IN THE NAME OF	Registered name: Trading name:	
PHYSICAL ADDRESS OF CUSTOMER BEING CHOSEN AS DOMICILIUM CITANDI EX EXECUTANDI	Postal code:	
POSTAL ADDRESS	Postal code:	
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)	Postal code:	
TELEPHONE NUMBERS	Area code:	No.:
	Area code:	No.:
FACSIMILE NUMBER	Area code:	No.:
VAT NUMBER		
CONTACT PERSON FOR ACCOUNT QUERIES	Name: Position: Tel no.: E-mail address:	
NAMES OF AUTHORISED EMPLOYEES THAT CAN PURCHASE ON THE ACCOUNT	Name: Name: Name: Name:	Position: Position: Position: Position:
BANKERS 1. BANK 2. BRANCH 3. ACCOUNT NUMBER 4. ACCOUNT NAME 5. IF LESS THAN THREE YEARS, PROVIDE PREVIOUS BANK ACCOUNT DETAILS		

INITIAL

Sagra Food and Wine Merchants CC
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 PO Box 53032, Kenilworth, Cape Town, South Africa, 7745
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 info@sagrafoods.com | www.sagrafoods.com
 Members: BA Lazarus, DP Lazarus



PREMISES: OWNED RENTED

NAME OF LANDLORD:
 ADDRESS OF LANDLORD:
 LANDLORD'S TELEPHONE NO.:
 HOW LONG AT EXISTING PREMISES:

GUARANTEES IN FAVOUR OF OTHER CREDITORS:

LIST ALL SURETIES, CESSION OF DEBTORS AND NOTARIAL BONDS:

LIST ALL JUDGEMENTS AND LIQUIDATIONS/SEQUESTRATIONS AGAINST THE BUSINESS OR ITS PRINCIPALS:

SECTION B: Sole Proprietor/Partnership

DATE OF COMMENCEMENT OF BUSINESS:
 NATURE OF BUSINESS:

FULL NAMES OF PROPRIETORS/PARTNERS	IDENTITY NUMBER	RESIDENTIAL ADDRESS	HOME TELEPHONE

DETAILS OF FIXED PROPERTY OWNED:

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SECTION C: Close Corporations/Registered Companies

REGISTERED OFFICE ADDRESS:

CORPORATION/COMPANY REGISTRATION NO.:

IF A SUBSIDIARY COMPANY, STATE NAME OF HOLDING COMPANY:

AUDITORS/ACCOUNTING OFFICERS OF THE CLOSE CORPORATION/COMPANY

COMPANY NAME	ADDRESS	CONTACT PERSON	TELEPHONE NO.

MEMBERS OF THE CLOSE CORPORATION/DIRECTORS OF THE COMPANY

FULL NAMES	RESIDENTIAL ADDRESS	IDENTITY NO.	TELEPHONE NO.

DETAILS OF THE OFFICIAL COMPANY SECRETARY/PUBLIC OFFICER

FULL NAME	ADDRESS	IDENTITY NO.	TELEPHONE NO.

SECTION D: Credit references to be completed by all applicants

COMPANY NAME	CONTACT PERSON	TELEPHONE NO.	MONTHLY SPEND

SECTION E: To be completed by all applicants

ANTICIPATED MONTHLY PURCHASES:	R
CREDIT LIMIT REQUIRED:	R
PAYMENT TERMS REQUESTED	<input type="checkbox"/> CASH ON DELIVERY <input type="checkbox"/> 7 DAYS FROM INVOICE <input type="checkbox"/> 14 DAYS FROM INVOICE

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The undersigned, who warrants that he/she/they is/are duly authorised by the Customer (the signatory) accepts the Standard Terms and Conditions which follow this application. The Customer acknowledges that any amount due for goods or services will be due unconditionally within the credit period granted from the date of invoice issued by Sagra Food and Wine Merchants CC. The signatory hereby binds himself/herself as co-principal debtor jointly and severally. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped.

I hereby certify that all the above information is correct.

Signed at on this the day of 20.....

Full name 1)

Full name 2)

Signatures 1)Capacity 1)

Signatures 2)Capacity 2)

Witnessed by (Full name) 1)Witnessed by (Full name) 2)

Witnessed Signature 1)Witnessed Signature 2)

Please attach copies of the following documents (where applicable):

1. Copy of Identity Book if you are a sole proprietor or individual
2. Copy of Identity Book of all directors
3. Copy of Company Letterhead
4. Proof of Bank Account (either cancelled cheque, letter from bank)
5. Signed Sagra Terms and Conditions of Credit

SECTION F: For office use only

Credit references notes

Date approved/declined

Credit terms

Credit limit set

Account number allocated

Comments

Credit manager's signature



TERMS AND CONDITIONS OF CREDIT

I, the Customer, hereby agree to the following credit terms and conditions in connection with my application for credit terms from Sagra Food and Wine Merchants CC. I, the Customer, agree as follows:

1. WHOLE AGREEMENT AND ACCEPTANCE

1.1 The Customer agrees that these terms and conditions:

1.1.1 represent the entire agreement between the Customer and Sagra Food and Wine Merchants and that no alterations or additions to them may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Sagra Food and Wine Merchants;

1.1.2 will, in the absence of any other agreement, govern all future contractual relationships between the parties;

1.1.3 are applicable to all existing debts between the parties;

1.1.4 are final and binding and are not subject to any suspensive or dissolutive conditions;

1.1.5 expressly exclude any conflicting terms and conditions stipulated by the Customer;

1.1.6 supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by Sagra Food and Wine Merchants;

1.1.7 apply to all servants and subcontractors of Sagra Food and Wine Merchants.

1.2 Should the Customer be granted an account at Sagra Food and Wine Merchants such account is personal to the Customer and is for the sole and exclusive use of the Customer to whom it was granted and the Customer may under no circumstances allow any third party to purchase goods from Sagra Food and Wine Merchants using such account facility.

1.3 These terms and conditions become final and binding on receipt of the acceptance by Sagra Food and Wine Merchants at its business address.

2. PERSONAL GUARANTEE, CO-INDEBTEDNESS, REPRESENTATIONS, SUITABILITY, MODIFICATIONS AND ALTERNATIVES

2.1 The signatory hereby binds himself/herself in his/her personal capacity as director (in the case of a company), member (in the case of a close corporation) or owner or partner as co-debtor jointly and severally for the full amount due to Sagra Food and Wine Merchants and agrees that these terms and conditions will apply mutatis mutandis to him/her.

2.2 The Customer acknowledges that it does not rely on any representations made by Sagra Food and Wine Merchants in regard to the goods and services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Sagra Food and Wine Merchants in respect of the goods or services verbally or in writing will not form part of the agreement in any way unless agreed to in writing by Sagra Food and Wine Merchants.

2.3 The Customer agrees that neither Sagra Food and Wine Merchants nor any of its employees will be held liable for any innocent misrepresentations made to the Customer.

2.4 It is the responsibility of the Customer to determine that the goods ordered and received are suitable for the purposes of intended use.



3. QUOTATIONS

- 3.1 All quotations will remain valid for a period of 14 days only from the date of the quotation.
- 3.2 All quotations are subject to the availability of the goods and subject to correction of bona fide or obvious errors by Sagra Food and Wine Merchants and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Sagra Food and Wine Merchants before acceptance of the order.

4. DELIVERY, RISK, CREDIT RETURN POLICY

- 4.1 The Customer hereby confirms that the goods on the invoice issued duly represent the goods ordered by the Customer at the prices agreed to by the Customer and, where delivery has already taken place, that the goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 4.2 Notwithstanding the provisions of section 4.1 above, all orders or variations to orders, whether verbal or in writing, shall be binding and subject to these standard terms and conditions of sale and may not be cancelled.
- 4.3 Any delivery note or waybill (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Sagra Food and Wine Merchants shall be conclusive proof that delivery was made to the Customer.
- 4.4 The risk of damage to, destruction or theft of goods shall pass to the Customer on receipt of any order placed in terms of this agreement.
- 4.5 Delivery times given are merely estimates and are not binding on Sagra Food and Wine Merchants.
- 4.6 Goods which are returned to Sagra Food and Wine Merchants will only be accepted if in the original packaging and in a saleable condition.

5. GUARANTEES, LIABILITY AND SAFETY

- 5.1 No claim under this agreement shall arise unless the customer has, within 3 (three) days of the alleged breach or defect occurring, given Sagra Food and Wine Merchants 30 (thirty) days' written notice by prepaid registered post to rectify any defect or breach of agreement.
- 5.2 To be valid, claims must be supported by the original delivery note or invoice or tax invoice.
- 5.3 All guarantees are immediately null and void should any goods be tampered with or should the goods be stored outside the manufacturer's specifications.
- 5.4 Under no circumstances shall Sagra Food and Wine Merchants be liable for any consequential damages or indirect liability of any nature whatsoever.
- 5.5 Under no circumstances shall Sagra Food and Wine Merchants be liable for any damages arising from any misuse or abuse of the goods.
- 5.6 The Customer acknowledges that it will at all times comply strictly with all storage and usage instructions on the labels on products supplied by Sagra Food and Wine Merchants.

6. PAYMENT

- 6.1 The Customer agrees that the amount contained in an invoice or tax invoice issued by Sagra Food and Wine Merchants shall be due unconditionally within the granted credit period as specified on the **Wholesale Application Form** from the date of a tax invoice or statement being issued by Sagra Food and Wine Merchants.
- 6.2 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Sagra Food and



Wine Merchants, reduced to writing and signed by the Customer and a duly authorised representative of Sagra Food and Wine Merchants.

- 6.3 The Customer is not entitled to set off any amount due to the Customer by Sagra Food and Wine Merchants against this debt.
- 6.4 Cheques will only be accepted as a means of payment if prior written arrangements have been made with Sagra Food and Wine Merchants management, but the risk of payment by cheque through the post shall remain with the Customer.
- 6.5 Customers paying by cheque are required to produce a valid South African identity book or passport, and all cheques shall be subject to clearance by Vericheque prior to the release of any goods.
- 6.6 The Customer shall be liable for any fees incurred by Sagra Food and Wine Merchants with regard to dishonoured cheques and all dishonoured cheques shall be listed with Vericheque and all credit bureaus.

7. EVIDENCE AND INTEREST

- 7.1 The Customer agrees that the amount due and payable to Sagra Food and Wine Merchants may be determined and proven by a certificate issued and signed by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 7.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Computer Evidence Act have not been met.
- 7.3 The Customer agrees that in the case of late payment, interest shall be payable to Sagra Food and Wine Merchants on the overdue monies which shall be calculated at the prime overdraft rate of Sagra Food and Wine Merchants 's bankers plus five percent from the date of invoice.

8. REMEDIES

- 8.1 The Customer agrees that if an account is not settled in full within the period agreed in clause 6.1 above, Sagra Food and Wine Merchants is:
 - 8.1.1 entitled to institute action immediately against the Customer at the sole expense of the Customer; or
 - 8.1.2 to cancel the agreement and take possession of any goods delivered to the Customer and claim damages.

These remedies are without prejudice to any other right Sagra Food and Wine Merchants may be entitled to in terms of this agreement or in law. Sagra Food and Wine Merchants reserves its right to stop supply immediately on cancellation or on non-payment.

- 8.2 A credit approved customer will forthwith lose this approval when payment is not made according to the conditions of 6.1.
- 8.3 In the event of cancellation, the Customer shall be liable to pay:
 - 8.3.1 the difference between the selling price and the value of the goods at the time of repossession; and
 - 8.3.2 all other costs incurred in the repossession of the goods.

The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

- 8.4 The Customer irrevocably indemnifies Sagra Food and Wine Merchants completely against any damage whatsoever relating to the removal of repossessed goods.



8.5 In the event of cancellation Sagra Food and Wine Merchants is entitled not to deliver any undelivered balance of any contracts or pending orders and to recover any loss sustained thereby from the Customer.

9. OWNERSHIP

9.1 All goods supplied by Sagra Food and Wine Merchants remain the property of Sagra Food and Wine Merchants until such goods have been fully paid for whether such goods are attached to other property or not.

9.2 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (confusio or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to Sagra Food and Wine Merchants.

10. LEGAL EXPENSES, INDULGENCE AND JURISDICTION

10.1 The Customer shall be liable to Sagra Food and Wine Merchants for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by Sagra Food and Wine Merchants in the event of:

10.1.1 any default by the Customer; or

10.1.2 any litigation in regard to the validity and enforceability of this agreement.

The Customer 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 Sagra Food and Wine Merchants may demand.

10.2 The Customer agrees that no indulgence whatsoever by Sagra Food and Wine Merchants will affect the terms of this agreement or any of the rights of Sagra Food and Wine Merchants and such indulgence shall not constitute a waiver by Sagra Food and Wine Merchants in respect of any of its rights herein. Under no circumstances will Sagra Food and Wine Merchants be stopped from exercising any of its rights in terms of this agreement.

10.3 The Customer consents to Sagra Food and Wine Merchants instituting any action in either the Magistrate's Court or the High Court at its sole discretion.

10.4 This agreement and its interpretation is subject to South African law.

11. GENERAL

11.1 Any notice shall be deemed duly accepted by the Customer:

11.1.1 within 5 (five) days of mailing by prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member, partner or owner of the Customer; or

11.1.2 within 24 hours of being emailed to any of the Customer's email addresses or any director's, member's, partner's or owner's email addresses; or

11.1.3 on being delivered by hand to the Customer or any director, member, partner or owner of the Customer; or

11.1.4 within 48 hours if sent by overnight courier.

11.2 The Customer chooses domicilium citandi et executandi at the business address or the physical addresses of any director (in the case of a company), member (in the case of a close corporation) or of the owner(s) or partner(s).

11.3 The Customer undertakes to inform Sagra Food and Wine Merchants in writing within 7 (seven) days of any change of director, member, shareholder, owner or partner or address or 14 (fourteen) days prior to disposal of the Customer's business and failure to do so will constitute a material breach of this agreement.



- 11.4 The Customer hereby consents to the storage and use by Sagra Food and Wine Merchants of the personal information that it has provided for establishing its credit rating and to Sagra Food and Wine Merchants disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Sagra Food and Wine Merchants will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.
- 11.5 Sagra Food and Wine Merchants reserves its right to renew its pricing structure in accordance with market, economic and other relevant circumstances.
- 11.6 Sagra Food and Wine Merchants may, at its sole discretion, levy charges in respect of copy documentation requested by the customer.
- 11.7 The invalidity of any part of this agreement shall not affect the validity of any other part.
- 11.8 Any order or supply is subject to cancellation by Sagra Food and Wine Merchants due to force majeure including but not limited to inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 11.9 Any order or supply is subject to cancellation if the Customer breaches any term of this agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the Customer or any of its principals.
- 11.10 The Customer agrees that Sagra Food and Wine Merchants will immediately and irrevocably be released from any contractual damages and penalty obligations should any event in clause 11.8 or 11.9 occur.
- 11.11 Unless the context clearly indicates a contrary intention, any expression which denotes:
- 11.11.1 any gender includes the other genders;
- 11.11.2 a natural body includes a body corporate and vice versa;
- 11.11.3 the singular includes the plural and vice versa;
- 11.11.4 headings are for convenience only and are not to be taken into account for the purpose of interpretation.
- 11.12 Any know-how, information or documents supplied at any time by Sagra Food and Wine Merchants to the Customer shall be treated as confidential and shall not be disclosed by the Customer to any third party.

12. E-COMMERCE

If goods and services are purchased through any Sagra Food and Wine Merchants web site or other e-commerce process, then (without limiting the foregoing) the following terms and conditions also apply:

- 12.1 The Customer must ensure that any password is safeguarded and the Customer hereby agrees that he will be bound by all purchases made by any person using such password.
- 12.2 Unless Sagra Food and Wine Merchants is advised otherwise, every order placed by the Customer, is an instruction to Sagra Food and Wine Merchants to process that order (including payment for that order) in accordance with the most recent Customer details contained in Sagra Food and Wine Merchants' records.
- 12.3 All orders must be accompanied by payment using credit cards, debit cards or on the Customer's Sagra Food and Wine Merchants account. Acceptance by Sagra Food and Wine Merchants of any order is subject to authorisation of the transaction by the relevant card's issuer/manager or the Customer's account not being in arrears. Sagra Food and Wine Merchants shall notify the Customer if for any reason the cards are not accepted or authorised as required.
- 12.4 Sagra Food and Wine Merchants has endeavoured to ensure that all sites and access points are secure. However, Sagra Food and Wine Merchants accepts no liability for any misuse of information transmitted to or from these sites and/or access points by any unauthorised person.
- 12.5 The Customer hereby consents to the use of cookies by Sagra Food and Wine Merchants through its web site, and other e-commerce processes.



12.6 Should the Customer be granted access to Sagra Food and Wine Merchants' documents, process, information, calculators or materials ("Information") such access shall be non-exclusive, non-transferable, limited license to access, download and use such information for the Customer's internal purposes only. The Customer may not, without Sagra Food and Wine Merchants' express prior written permission:

- 12.6.1 modify the materials or use them for any commercial purpose or any public display, sale or rental;
- 12.6.2 remove any of Sagra Food and Wine Merchants 's copyright or other proprietary notices from the materials;
- 12.6.3 sell or transfer the materials to any other party.

Sagra Food and Wine Merchants may terminate this license at any time if the customer violates any of the terms hereof and, upon any such termination, the Customer shall immediately destroy any materials in its possession or control. The Customer hereby indemnifies and holds Sagra Food and Wine Merchants harmless from any claims, damages, losses, costs and expenses, including legal fees which Sagra Food and Wine Merchants, its employees, agents or representatives may incur as a result of the Customer's use or dissemination of any materials in violation of any term or condition contained herein.

12.7 All information within any Sagra Food and Wine Merchants site is the property of and is owned solely by Sagra Food and Wine Merchants and/or its affiliates, suppliers, advertisers, or agents or sponsors. Except for a single copy made for personal use only, the Customer may not reprint, republish, resell or redistribute these materials in any form or manner without the express written permission of the owner(s) of the material which may be protected from copying by national and international copyright laws and treaties. Sagra Food and Wine Merchants does not warrant or represent that the use by the Customer of materials displayed on, or obtained through, any Sagra Food and Wine Merchants site will not infringe the rights, including intellectual property rights, of third parties.

.....
Company Name

.....
Applicant's name (Please type or print)

.....
Position/title

.....
Signature

.....
Date

- Please ensure that all pages are initialled