

EUROSQUARE (PTY) LTD



— A passion for top Gastronomie —

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APPLICATION FOR CREDIT (INCIDENTAL - INCLUDING SURETYSHIP) **(PLEASE COMPLETE IN BLOCK CAPITALS)**

CUSTOMER'S DETAILS

REGISTERED NAME

TRADE NAME

COMPANY REG. NO.

(attach copy)

VAT REG. NO.

(attach copy)

ADDRESS (POSTAL)

CODE:

ADDRESS (STREET)

CODE:

TELEPHONE NO: () FAX: ()

FOR HOW LONG HAS THE BUSINESS BEEN TRADING?YEARS/MONTHS

IS YOUR TRADING PROPERTY OWNED OR RENTED?

IF RENTED STATE LANDLORD'S NAME & ADDRESS

.....

LANDLORD'S TEL NO: ()

PLEASE IDENTIFY THE LEGAL ENTITY OF THE BUSINESS : (Please provide certified proof of entity)

Public Company Private Company (Pty) Ltd Other

Closed Corporation Partnership

Sole Proprietor

Agricultural Co-Op

BANKING DETAILS *(Please attach proof of bank account)*

BANK ACCOUNT NAME

BANK NAME

BRANCH

ACCOUNT NUMBER

ACCOUNT TYPE

CUSTOMER ACCOUNTS DETAILS

ACCOUNTS CONTACT PERSON TEL. NO.:.....

ESTIMATED MONTHLY CREDIT LIMIT REQUIREMENT

TERMS OF PAYMENT

TRADE REFERENCES *(Please complete 3 current suppliers we may contact)*

NAMETEL. NO.:

NAMETEL. NO.:

NAME TEL. NO.:

FOR OFFICE USE ONLY

ACCEPTANCE ON BEHALF OF EURO SQUARE (PTY) LTD

CREDIT LIMIT APPROVED

TERMS OF PAYMENT

AUTHORISED BY DATE:

(SIGNATURE)

TERMS AND CONDITIONS OF SALE

PRICE OF GOODS

1. The PRICE of the goods will be at the Seller's official list price at the date on which the goods were delivered to the Customer.

SALE OF GOODS

2. A SALE shall be concluded when the Seller accepts an order placed by the Customer for the purchase of goods on such terms and conditions as the Seller in his sole discretion may decide.

PAYMENTS

3. The invoice price on the Seller's invoice shall be paid by the Customer without any deduction and/or set off and in accordance with the terms of payment to which the parties hereto agree from time to time.
4. Payment is to be made in cash on delivery or in electronically transferred funds which have cleared in the Seller's bank account, unless the Customer has an approved credit account. No cheques are accepted.
5. The Seller shall be entitled to charge interest on any overdue amount at a rate of **2%** per month calculated daily on the amount due.
6. In the event of the Customer failing to make payment of any amount on due date, the full amount in respect of all goods sold and delivered by the Seller to the Customer shall immediately become due, owing and payable.

DISCOUNT AND REBATES

7. The contract price is strictly net and not subject to any discounts or rebates unless otherwise agreed in writing.
8. If any discount or rebate is agreed to it shall be in writing and shall only be allowed if payment is received by the Seller by the due date and shall only apply to the goods themselves.
9. The Customer shall not have the right to claim any discounts and/or rebates on any basis whatsoever unless a manager or director of the Seller shall have agreed in writing to such discounts and/or rebates, and further provided always that such amount shall not be allowed on any goods dispatched should payment for any goods whatsoever invoiced prior thereto is overdue.

ORDERS AND DELIVERIES

10. Orders by the Customer of the Seller's goods shall be made in writing and to such address as may be nominated by the Seller from time to time.
11. Verbal orders shall similarly be capable of acceptance by the Seller, but the Seller will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make orders in writing.
12. Orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by the Seller by the delivery of the goods or by the written acceptance or confirmation of the order.
13. Unless the Customer's order specifically states a date of delivery or any other specific delivery is accepted by the Seller, orders will be accepted for delivery only as and when the goods can be made available by the Seller and the Seller is entitled to execute orders by instalments.
14. In the event that the Seller or the Seller's carrier transports the goods to the Customer, delivery shall be deemed to take place when the goods are off-loaded at the Customer's premises. The signature of any employee of the Customer on Seller or Seller's carrier's delivery note or invoice shall be prima facie proof of the proper delivery of the goods.
15. In cases where delivery to the Customer occurs by the Customer's nominated carrier, the carrier shall be the Customer's agent, and delivery to such carrier by the Seller shall be deemed to be delivery to the Customer. The signature of any employee of the carrier shall be prima facie proof of proper delivery to the Customer.
16. In cases where the Customer collects the goods from the Seller delivery shall be deemed to have been effected when the goods leave the Seller's premises.
17. In the event that the Seller makes delivery to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract.
18. If the Customer fails to take delivery of the goods ordered, or in any way delays the delivery of the goods ordered, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Seller the reasonable costs of storing, insuring and handling the goods, until deliver takes place. In the event of the Customer unreasonably delaying or failing to take delivery at all, the Seller shall be entitled, but not obliged, to dispose of the goods on such terms and conditions and at such price as it in its sole discretion may determine and the Customer shall be liable for any shortfall between the price obtained by the Seller and the amount originally invoiced to the Customer as well as any other costs incurred by the Seller.

LIABILITY AND RISK

19. The risk in and to the goods shall pass to the Customer on delivery thereof.
20. Due to the nature of the goods/products, the Seller shall not under any circumstances, be liable for defects, shortages in delivery or failure of the goods complying with the Customer's specifications, unless written notice is received by the Seller within **24hours** (TWENTY FOUR HOURS) of delivery.
21. The Seller shall not be liable for any consequential loss suffered by the Customer in respect of delays in delivery, defective goods and from any other cause howsoever arising.
22. The Customer shall not have any claim of any nature whatsoever against the Seller for any failure by the Seller to carry out any obligations under the contract as a result of vis major, including but not limited to any strike, lockout, shortage of labour or material, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of the Seller, riot, political or civil disturbances, the elements, any act of any State or Government, any delay in securing any permit, consent or approval required by the Seller for the supply of goods under the contract, or any other authority, or any other cause whatsoever beyond the Seller's control.

BREACH

23. In the event of the Customer committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of the rights in law, shall be entitled to:-
 - 23.1 Demand that the Customer immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Customer, notwithstanding that payment in respect of such goods might not then be due and payable;
 - 23.2 Suspend all deliveries.
24. The parties shall be entitled but not obliged to institute any legal proceedings arising out of this agreement in a Magistrates' Court having jurisdiction by virtue of section 28 of the Magistrates Court Act, even if the amount of the claim would normally not fall within the jurisdiction of such court. The Customer agrees to be liable to the Seller for all legal costs to enforce this agreement on the Attorney and Client scale.
25. The Customer nominates its business address as recorded on page one hereof as the address for service upon them for all notices and processes, whether in connection with any claim or sum due to the Seller or otherwise.
26. No extension of time or any other relaxation or indulgence granted by the Seller to the Customer shall operate as, or deemed to be a waiver by the Seller of any of his rights under this agreement, or a novation of any of the terms and conditions of this agreement, unless put in writing and signed by both parties.
27. The credit facilities may be withdrawn by the Seller at any time without prior notice, but shall not be unreasonably withdrawn.
28. The Customer warrants that the information set out in this agreement are both true and correct, and undertakes to inform the Seller in writing of any change in details given including change of ownership, name or address, within 14 (FOURTEEN) days prior to the change. Such change shall in no way derogate from the liability to the Seller.

SURETYSHIP

29. The Party/ies who have signed on behalf of the Customer hereby bind/s himself/herself as surety/ies and co-principal debtor/s in solidum unto and in favour of the Seller in respect of all obligations of the Customer in terms hereof and further hereby agree/s and undertake/s to be bound by the Terms and Conditions of Sale, as well as to the Suretyship.
30. The person/s signing this document hereby declare/s that he/they renounce/s the benefits of **excussio, divisio and cession of action, non causa debiti, errore calculi, revision of accounts, no value received and also the benefits of non numeratae pecuniae**. I/We declare that I/we understand the full force and effect of this clause.

- 31. The Customer and Surety hereby accept and agree that the Seller's acceptance of the Customer's Application for Credit can be communicated to the Customer orally or by email.
- 32. The Seller is under no obligation to enforce or pursue any of his rights against the business before being entitled to enforce the Seller's rights against the Surety/ies.

I/we the undersigned, (PLEASE PRINT NAMES)

1 _____ 2 _____ 3 _____

Director(s)/Partner(s)/Member(s)/Owner(s) (delete whichever is not applicable)

Hereby agree that I/we have read the Conditions of Sale and Suretyship and agree and accept to be bound thereby. I confirm that I have the necessary authority to bind the Customer and understand that with my signature hereto I also bind myself as surety in my personal capacity to the Seller.

SIGNED AT.....ON THISDAY OFYEAR

SIGNATURE 1:

FULL NAME: ID
 POSITION/CAPACITY:.....
 HOME ADDRESS:CODE.....
 HOME OWNED/RENTED.....NO. OF YEARS RESIDING.....
 PERSONAL BANKERS: NAME.....
 BRANCH ACCOUNT NUMBER

WITNESS SIGNATURE:

NAME & ADDRESS:

SIGNED AT.....ON THISDAY OFYEAR

SIGNATURE 2:

FULL NAME: ID
 POSITION/CAPACITY:.....
 HOME ADDRESS:CODE.....
 HOME OWNED/RENTED.....NO. OF YEARS RESIDING.....
 PERSONAL BANKERS: NAME.....
 BRANCH ACCOUNT NUMBER

WITNESS SIGNATURE:

NAME & ADDRESS:

SIGNED AT.....ON THISDAY OFYEAR

SIGNATURE 3:

FULL NAME: ID
 POSITION/CAPACITY:.....
 HOME ADDRESS:CODE.....
 HOME OWNED/RENTED.....NO. OF YEARS RESIDING.....
 PERSONAL BANKERS: NAME.....
 BRANCH ACCOUNT NUMBER

WITNESS SIGNATURE:

NAME & ADDRESS: