

APPLICATION FOR CREDIT FACILITIES (NOTE: Please print, using block letters)

1. NAME OF BUSINESS: _____

2. TRADING NAME: _____

3. LEGAL ENTITY: Sole Proprietor
 Partnership
 (Pty) Ltd.
 CC
 Government
 Other – Specify: _____

4. POSTAL ADDRESS: _____

5. PHYSICAL ADDRESS: _____

6. DELIVERY ADDRESS: _____

7. NAME OF PARENT OR HOLDING CO. (IF ANY): _____

8. COMPANY DETAILS:
 a. PERIOD IN BUSINESS: _____
 b. PERIOD UNDER PRESENT MANAGEMENT: _____
 c. NATURE OF BUSINESS: _____
 d. COMPANY REGISTRATION NO: _____
 e. COMPANY VAT NO: _____

9. ARE OWNER(S) / PARTNERS / DIRECTORS / MEMBERS PREPARED TO SIGN PERSONAL SECURITIES, IF REQUIRED? _____

10. FINANCIAL INFORMATION

a. NAME AND IDENTITY NUMBER OF DIRECTORS / OWNERS / MEMBERS:

NAME	TITLE	ID NO. / DATE OF BIRTH	TEL NO.

Initial: _____

- b. CAN A SET OF FINANCIAL ACCOUNTS BE SUPPLIED: YES NO
- c. THE BUSINESS PREMISES ARE: OWNED LEASED
- d. CONTACT PERSON RESPONSIBLE FOR ACCOUNT PAYMENT: _____
- e. POSITION: _____
- f. TELEPHONE: _____
- g. FAXIMILE: _____
- h. EMAIL: _____
- i. BANKERS: _____
- j. BANK ACCOUNT NUMBER: _____
- k. BRANCH: _____
- l. GOODS PURCHASED FOR RESALE: _____
- m. ESTIMATED MONTHLY PURCHASES: _____
- n. ESTIMATED CREDIT LIMIT REQUIRED: _____

Please note that a Credit Limit is the maximum of invoice Sales and Current Open Orders at any point in time.

11. TRADE REFERENCES:

(Please state name and telephone number to expedite the processing of your credit application)

NAME OF BUSINESS	CONTACT PERSON	TEL NO.

CUSTOMER DECLARATION:

I am fully authorised to sign the Credit Application Form as a legal responsible official on behalf of the said Business and hereby declare that all information herein stated is true and correct.

I hereby agree to the Standard Terms as outlined in our Conditions of Sale (see attached). Payment to be made **on or prior to the month-end cut-off dates**, unless otherwise agreed upon in writing.

I am aware that interest will be charged at 3% above Prime Bank Rates on any amounts outstanding which are beyond the due date.

I acknowledge that terms of account are strictly 30 (Thirty) days from date of statement.

NB. All transactions will be COD and no supplies will be made on account, until the account is opened/approved.

SIGNATURE: _____ DATE: _____

NAME AND POSITION: _____

STANDARD CONDITIONS OF SALE AGREEMENT

1. INTERPRETATION

1.1. The headings in this document are inserted for reference purposes only and shall not form part hereof for purposes of interpretation.

2. CONTRACT

2.1. Unless specially provided for by a separate written agreement, signed by Soma Food Co. (Pty) Ltd (SOMA), the Conditions of Sale and any special terms on the face hereof constitute the price agreement between the Buyer and SOMA, and all goods are sold subject to this agreement only. No conditions printed or written on any stationery used by the Buyer for the purpose of, or in connection with the submission of his order shall form part of this agreement.

2.2. If the Buyer find any of these conditions unacceptable, it shall be his duty to notify SOMA thereof in writing before signature hereof, failing which the Buyer, shall be bound herein. The Buyer, by ordering, shall be deemed to have satisfied himself as to all the terms and conditions hereof.

2.3. No order shall be binding on SOMA unless and until accepted or confirmed in writing by SOMA and unless it is subject to these Conditions of Sale and any special terms on the face hereof. If any special conditions are incorporated herein and such special conditions are in conflict with the Standard Conditions, then the special conditions shall apply.

2.4. After acceptance of the Buyer's order, SOMA shall not be bound by the provisions of any other agreement or trade usage which is in variance with or departs from the terms and conditions herein confirmed.

3. PRICES AND PAYMENT

3.1. Prices quoted and any other charges for goods are net and payable without deduction, free of bank exchange in South African currency at SOMA's registered office, or to its bank account nominated by it, within thirty (30) days of the date of SOMA's statement. Prices quoted do not include VAT which will be added to the quoted price and will be payable by the Buyer with and in addition to the invoiced price.

3.2. Accounts not paid on or before the said date will bear interest at 3% (three per centum) over the prime overdraft rate of FNB of South Africa and the Buyer undertakes to pay such interest charges to SOMA on demand.

3.3. If at any time payment by the Buyer is overdue, then without prejudice to any other legal remedy which it may have, SOMA may:

- 3.3.1. Without prior notice defer further deliveries until payment for such deliveries and all arrears is made, and/or
- 3.3.2. Cancel the remainder of the order and recover from the Buyer all moneys then due or owing by the Buyer for goods already delivered and payment for such damages as SOMA may have sustained, including but not limited to the full contract price of all goods completed but not yet delivered or collected and the full cost incurred by SOMA in regard to all goods in the course of manufacture and/or
- 3.3.3. Pursue all such other rights against the Buyer as are available to it at law.

3.4. Unless agreed in writing by SOMA, no retention money may be deducted from the moneys owing to SOMA.

4. DELIVERY

4.1. While SOMA will make reasonable endeavours to meet all times and dates for delivery or performance quoted by it, such times and dates are business estimates only and do not constitute contractual obligations. Accordingly SOMA will not be liable for any loss or damage of whatsoever arising occasioned by delays in deliveries of orders. The Buyer shall not be entitled to cancel the contract on account of late delivery, without SOMA's written consent.

5. LIMITATION OF LIABILITY

5.1. SOMA shall not be liable for any indirect or consequential losses whatsoever and/or from any losses to the Buyer arising from third party claims from the completion of or as a result of any delay in delivery.

6. APPLICABLE LAW

6.1. The validity, interpretation and performance of this agreement shall be governed in accordance with the laws of the Republic of South Africa.

CUSTOMER SIGNATURE

DATE

