



CREDIT APPLICATION FORM

(INCORPORATING SUPPLY AGREEMENT AND DEED OF SURETYSHIP)

1. CREDIT AGREEMENT

- 1.1 By signing this application the Applicant ("the Applicant"), whose full particulars appear in clause 2, applies to Sparta Holdings (Pty) Ltd (registration number: 2010/017787/07) and/or Sparta Baby Beef (Pty) Ltd (registration number: 1970/008184/07) and/or Woonplaas Beleggings (Pty) Ltd (registration number: 1970/008186/07) and/or Buddingtrade 129 (Pty) Ltd (registration number: 1998/021336/07) and/or Sparta Foods (Pty) Ltd (registration number: 1999/003427/07) and/or Sparta Foods Gauteng (Pty) Ltd (registration number: 1999/028217/07) (herein collectively referred to as "the Suppliers") for credit facilities.
- 1.2 Should the application for credit facilities be granted by any one or more of the Suppliers, any sale by the relevant Supplier(s) to the Applicant shall be governed by the provisions of this document.

2. PARTICULARS OF APPLICANT

- 2.1 Type of entity: Sole Proprietor / Partnership / Company / Close Corporation / Trust
- 2.2 Full names/description including trading name (e.g. Lekwa (Pty) Ltd trading as Brandfort Wholesalers):

- 2.3 Identity/Registration number: _____
- 2.4 VAT registration number: _____
- 2.5 If a Company: Full names, identity numbers, designation, marital status, telephone numbers and residential addresses of all directors and shareholders /
If a Close Corporation: Full names, identity numbers, designation, marital status, telephone numbers and residential addresses of all members /
If a Partnership: Full names, identity numbers, designation, marital status, telephone numbers and residential addresses of all partners /
If a Trust: Full names, identity numbers, designation, marital status, telephone numbers and residential addresses of all trustees /

If not one of the aforementioned: Full names, identity numbers, designation, marital status, telephone numbers and residential addresses of all representatives:

(please set out particulars in an annexure if necessary)

2.6 Physical, postal, registered (if applicable) and e-mail addresses (in that order):

(please set out particulars in an annexure if necessary)

2.7 Fax number: _____

2.8 Telephone number: _____

2.9 Contact person (Purchases): _____

2.10 Contact person (Accounts): _____

2.11 Type of business: _____

2.12 Full names of signatory(signatories) or person(s) acting on behalf of Applicant and physical, postal, registered (if applicable) and e-mail addresses (in that order):

(please set out particulars in an annexure if necessary)

2.13 Full names, postal address, fax number and telephone number of auditor / accountant:

2.14 Name of bank, contact person at bank and contact details of bank at which Applicant conducts its current cheque account and number of cheque account (in that order): _____

2.15 Trade references (please provide at least three): _____

2.16 Amount of anticipated monthly purchases: _____

2.17 Credit limit applied for: _____

3. TERMS AND CONDITIONS

- 3.1 The Applicant agrees that any one or more of the Suppliers will be entitled to make enquiries about the Applicant's credit record to confirm the information contained in this application.
- 3.2 The Supplier(s) granting credit reserves/reserve the right to review the extent, nature and duration of the credit facilities granted to the Applicant at all times. The relevant Supplier(s) may at any time and without giving any reason therefore withdraw the credit facilities granted.
- 3.3 Prices and discounts are those ruling at the date of dispatch of the goods and the Supplier(s) reserves/reserve the right to adjust any prices and/or discounts at any time and without notice.
- 3.4 Unless specifically agreed to the contrary, the Applicant acknowledges that accounts are payable on the 7th (seventh) calendar day following the day on which a tax invoice is issued by the relevant Supplier provided that in the event of any breach of any of the terms and conditions of this Agreement, all amounts owing by the Applicant to any of the Suppliers shall immediately become due and payable.
- 3.5 Any amount not paid on due date will, from the due date, bear interest at 2% (two percent) per month calculated daily and compounded monthly in arrears, and will be paid simultaneously with the overdue payment in question.
- 3.6 Notwithstanding delivery of any goods sold by any one or more of the Suppliers to the Applicant, ownership in those goods sold and delivered shall only pass to the Applicant when the purchase price in respect of those goods, inclusive of any interest which may have accrued thereon, has been paid in full. Risk in and to the goods shall, however, pass to the Applicant upon delivery.
- 3.7 Where the goods are stored at leased premises the Applicant hereby undertakes promptly to inform the landlord thereof that the relevant Supplier(s) has/have retained the right of ownership regarding the goods thus stored.
- 3.8 A Delivery Note signed by any employee, agent or representative of the Applicant shall constitute prima facie proof that the goods have been delivered to and received by the Applicant in good condition. Any person at the delivery address of the Applicant who signs a delivery note on behalf of the Applicant shall for all purposes be deemed to be the duly authorised representative of the Applicant entitled to take delivery of the goods.
- 3.9 When the Applicant collects goods from any Supplier's premises using its own or its agent's transport, then such collection shall be entirely at the Applicant's risk and the Applicant shall be liable for all damage of whatsoever nature caused as a result of or during such collection. The Applicant shall be liable for loading the goods provided that the Suppliers may, if so requested, assist the Applicant with such loading, but at the sole risk of the Applicant.
- 3.10 In the event that any Supplier agrees to effect delivery to the Applicant at such address as stipulated by the Applicant, then offloading shall be effected by the Applicant's own employees at the sole risk of the Applicant, who shall be responsible for all damages of whatever nature caused by or as a result of such offloading. The relevant Supplier's employees may, if so requested, assist with such offloading, but only at the sole risk of the Applicant.
- 3.11 In the event that any of the Suppliers or its/their employees have to access any premises stipulated by the Applicant, then such entrance shall be at the sole risk of the Applicant, who shall be responsible for all damages of whatever nature caused by or as a result of such entrance by the relevant Supplier(s).
- 3.12 Insofar as the Consumer Protection Act (Act No 68 of 2008) ("the CPA") may apply to any sale by a Supplier to the Applicant, it is recorded that each of the Suppliers is a "Supplier" as defined in the CPA and that the goods are sold with an 'implied warranty of quality' as provided for in section 56 of the CPA, being a warranty that the goods comply with the requirements and standards contemplated in section 55 of the CPA, which section 55 provides that the Applicant has a right to receive the goods on the basis that it will be reasonably suitable for the purposes for which it is generally intended, it is of good quality

and free of any defects and it will be useable and durable for a reasonable period of time, having regard to the use to which the goods would normally be put and to all the surrounding circumstances of its supply. It is however (as provided for in section 55(6) of the CPA) recorded that:

3.12.1 **the Suppliers has allowed the Applicant a reasonable opportunity to examine the goods, that the Applicant has carefully inspected the goods and hereby expressly agrees to accept the goods in the condition that they are.**

(Applicant to initial next to this underlined provision as proof that the Applicant has assented to this provision and the Applicant acknowledges this notice and its awareness of the risk and acceptance of the provision)

- 3.13 Notwithstanding the timeous raising of a complaint or dispute of liability by the Applicant, the Applicant shall, under no circumstances, be entitled to withhold payment pending the resolution of such dispute or complaint. Subject to the foregoing, the Suppliers shall, in its discretion, be entitled to either remedy any failure by adjusting or replacing the goods in question, or refunding the whole or part (as the case may be) of the purchase price paid to it by the Applicant in respect of such goods.
- 3.14 It shall be the obligation of the Applicant to check that goods reflected on any invoice have been received and to check that invoiced prices for goods sold and delivered concur with prices for such goods quoted by the Suppliers. The Applicant shall be precluded from raising any complaint, disputing the fact of delivery or disputing liability to the Suppliers for any overcharge unless it shall have notified the Suppliers of such complaint, non-delivery or overcharge in writing within seven (7) calendar days from date of invoice.
- 3.15 Notwithstanding any other provision to the contrary, the obligation to deliver the goods shall in all cases be subject to the following conditions:
- 3.15.1 the availability to the Suppliers of the goods ordered;
- 3.15.2 time shall not be of the essence of the contract and delivery dates shall be treated as approximate only based on the latest information available to the Suppliers. Under no circumstances shall the Applicant be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the Suppliers arising from late delivery.
- 3.16 The Applicant agrees and acknowledges that in the event of:
- 3.16.1 the Applicant breaching any condition contained in these conditions;
- 3.16.2 the Applicant failing to pay any amount due and payable on due date;
- 3.16.3 the Applicant allowing any civil judgement to be taken or entered against it;
- 3.16.4 the Applicant causing a notice of surrender of its estate to be published in terms of the Insolvency Act (Act No 24 of 1936), as amended;
- 3.16.5 the Applicant dying;
- 3.16.6 the Applicant's estate being placed under any order of provisional of final sequestration, provisional of final liquidation, or provisional or final judicial management, as the case may be; then in any of the said events the Suppliers shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the Applicant without notice to the Applicant and to re-possess those goods sold and delivered by the Suppliers to the Applicant, or to claim specific performance of all of the Applicant's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the relevant Supplier's right to claim damages.
- 3.17 No employee, agent or other party who alleges that he/she is authorised to act or make guarantees or representations on behalf of the Suppliers, will be regarded as having been authorised to do so unless such guarantees or representations are made in writing and undersigned by a duly authorised representative.
- 3.18 A certificate under the hand of any manager or director of the Suppliers (whose appointment need not be proved) as to the existence and the amount of the Applicant's indebtedness and/or the Surety's indebtedness to the Suppliers at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Applicant's indebtedness to the Suppliers or the Surety's indebtedness to the Suppliers, shall be prima facie proof of the contents and correctness thereof for the purposes of provisional sentence, summary judgement or

any other proceeding of whatsoever nature against the Applicant and/or the Surety in any competent court and shall be valid as a liquid document for such purpose.

- 3.19 Should the Applicant have previously made application to the Suppliers for credit facilities, which said application embodied terms and conditions and should the Applicant have furnished any security to the Suppliers for the due obligations of the Applicant to the Suppliers on any previous occasion, the Applicant records and acknowledges that the signature by it on this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Suppliers. The Applicant furthermore records and acknowledges that, insofar as any provision contained herein may be inconsistent with any provisions contained in any document previously executed by it, the provisions of this document shall prevail.
- 3.20 The Suppliers accept neither liability nor responsibility for any consequential loss or damage due to or arising from unavailability of goods or through non-arrival of goods arising from accident or breakdown during loading, unloading or transport thereof.
- 3.21 In the event of any Supplier instituting legal action against the Applicant for any purpose arising from this agreement, the Applicant shall be liable for legal costs on the scale of attorney and own client, including any tracing fees and collection commission.
- 3.22 The Applicant and the Surety(ies) consent in terms of Section 45 of the Magistrate's Court Act (Act No 32 of 1944), as amended, to the jurisdiction of the Magistrate's Court, having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by the Suppliers exceeds the normal jurisdiction of the Magistrate's Court as to amount. The Suppliers shall, in its discretion, be entitled to proceed against the Debtor in any other Court of competent jurisdiction, notwithstanding the foregoing and if it so does the Suppliers shall be entitled to costs on the scale of attorney and own client on the scale that applies in that court.
- 3.23 The Applicant nominates, as its *domicilium citandi et executandi*, the address reflected on the face of this Credit Application form under the heading "Registered/Physical Address" and the Surety nominates, as his *domicilium citandi et executandi*, the address reflected on the face hereof, alongside his name, for service upon the Applicant and the Surety respectively of all Notices and Processes in connection with any claim for any sum due to the Suppliers arising from Credit granted by the Suppliers to the Applicant or any ceded claim. In the event that the Surety failed to provide such an address, the Surety nominates as his *domicilium citandi et executandi* the address of the Applicant reflected on the face of this Credit Application form under the heading "Registered/Physical Address".
- 3.24 Save as otherwise specifically provided for herein, the Suppliers shall not be liable to the Applicant or to any other person for any indirect or consequential damages of any nature whatsoever or any loss or profit or special damages of any nature whatsoever and whether in the completion of the parties' obligation or not which the Applicant may suffer as a result of any breach by the Suppliers of any of its obligations under these conditions or out of any other cause whatsoever. The Applicant hereby indemnifies the Suppliers against any claim which may be made against the Suppliers by any other person in respect of any matter for which the liability of the Suppliers is excluded in terms of the foregoing.
- 3.25 Each clause in this agreement is severable, the one from the other and if any clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall be of full force and effect and continue to be in full force and effect.

4. GENERAL WARRANTIES

The signatory/signatories on behalf of the Applicant hereby warrants to and in favour of the Suppliers that he has/they have the legal capacity and has taken all necessary corporate action required to empower and authorise him/them to enter into this Agreement; and this Agreement constitutes an agreement valid and binding on the Applicant and enforceable against the Applicant in accordance with its terms.

5. INDEPENDENT ADVICE

The Applicant hereby acknowledges and agrees that –

- 5.1 it has been free to secure independent legal and other professional advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
- 5.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Applicant's intentions.

6. WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

7. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

8. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by the Suppliers to the Applicant in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of the Suppliers arising from this Agreement, and no single or partial exercise of any right by the Suppliers under this Agreement, shall under any circumstances be construed to be an implied consent or election by the Suppliers or operate as a waiver or a novation of or otherwise affect any of the Suppliers' rights in terms of or arising from this Agreement or estop or preclude the Suppliers from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

9. SIGNATURE

9.1 This Agreement is signed by the Parties on the dates and at the places indicated opposite their respective names.

9.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

10. SURETY

Each signatory signing this agreement as representative of the Applicant, in his personal capacity, hereby under renunciation of the benefits of division and excussion with the full meaning and effect of which he declares himself to be fully acquainted, binds himself as surety and co-principal debtor with the Applicant in favour of the Suppliers for the due and punctual performance of the Applicant's obligations to the Suppliers in terms of this agreement. No variation or amendment or novation of this agreement shall prejudice the surety obligation hereby undertaken by the signatory in his personal capacity, the object being that the signatory in his personal capacity shall at all times be liable as surety and co-principal debtor even if this agreement is varied or amended or novated and even if the Applicant is granted an indulgence by the Suppliers.

SIGNED at _____ on _____

Witnesses:

1 _____

2 _____

(Signature of Witnesses)

(Signature of Applicant)

(Name and designation of Applicant Signatory)

SIGNED at _____ on _____

Witnesses:

1 _____

2 _____

(Signature of Witnesses)

(Signature of Applicant)

(Signature of Surety who binds himself as surety for and co-principal debtor with the Applicant to the Suppliers for the due performance by the Applicant of all its obligations to the Suppliers on the terms and conditions as set out in clause 10 above)

APPLICATION accepted at _____ on _____

Witnesses:

1 _____

2 _____

(Signature of Witnesses)

(Signature on behalf of Supplier)

Please attach copies of the following required documents:

- Certified copy of ID documents of all directors/members/partners/trustees/sole proprietor
- Business registration documents
- In the case of a trust a certified copy of the letter of authority
- VAT certificate

Please return your completed application form and required documents as follows:

For applications specifically with the following entities (Abattoir and Meat Sales):

Buddingtrade 129 (Pty) Ltd (registration number 1998/021336/07)

Sparta Foods (Pty) Ltd (registration number 1999/003427/07)

Sparta Foods Gauteng (Pty) Ltd (registration number 1999/028217/07)

Please **email** your completed application form to sales@sparta.co.za or **fax** to 086 771 3706.

Please **post** the original completed application form to PO Box 88, Welkom, 9460.

For applications specifically with the following entities (Farms and Feedlots):

Sparta Holdings (Pty) Ltd (registration number 2010/017787/07)

Sparta Baby Beef (Pty) Ltd (registration number 1970/008184/07)

Woonplaas Beleggings (Pty) Ltd (registration number 1970/008186/07)

Please **email** your completed application form to gugum@sparta.co.za.

Please **post** the original completed application form to PO Box 64, Marquard, 9610.

Please **email** your completed application form to johanj@sparta.co.za for Taaiboschbult operations.

Please **post** the original completed application form to PO Box 2092, Potchefstroom, 2520, for Taaiboschbult operations.