



ROBERG

group of companies



- Application for the Supply of Products and Purchase Facilities
- Update of Records

Please indicate which Robberg company, from here on referred to as "the supplier", this application is intended for -

- Robberg Fine Foods
- Robberg Heating & Cooling
- Robberg Seafood Safaris

What facility do you require?

- Immediate or COD - complete section A & C
- Electronic Payment Transfer – complete sections A, B & C
- Credit Facility - complete sections A, B & C

State appropriate purchase limit amount with this application: R _____

Goods Supply Requirements? Collection Delivery

Please note that the completion of this credit application form does not in any way automatically guarantee an account facility. Please allow 30 days for our accounts department to confirm your particular terms and conditions in writing.

Please attach the following to your application form –

- Copy of ID Documents of all Principals
- Cancelled Cheque
- Copy of VAT Registration Certificate
- Clubs – Copy of Club's Constitution
- A Close Corporation – Copy of CK1 or CK2 Forms
- A Trust – Copy of Deed of Trust
- A Company – Copy of Certificate of Incorporation
- Partnership - Copy of Partnership Agreement

The conditions of sale must be duly signed & witnessed.

A resolution must accompany this application if all directors do not sign.

Please note that all details will be treated as strictly confidential

Registration name _____ Registration number _____

Name of Auditors _____ VAT number _____

1.1.2 Trading Name of Applicant _____

1.1.3 Postal Address _____

1.1.4 Trading Address for Deliveries _____

1.1.5 Tel number _____ Fax number _____

E-mail address _____

1.1.6 Contact Person / Manager Name _____

Tel number _____ Cell number _____

E-mail address _____

1.1.7 Particulars of Sole Trader/Partners/Directors/Shareholders/Members/Trustees of applicant (Please delete those not applicable)

1. Full Name and Surname _____ **ID number** _____

Residential Address

Tel number _____ Cell number _____

E-mail address _____

Marital Status Single Married Divorced Widow/Widower

If married, state type of Marital Agreement -

In community of property ANC with accrual ANC without accrual

Have you ever been insolvent? Yes No

If yes are you rehabilitated? Yes No

2. Full Name and Surname _____ **ID number** _____

Residential Address

Tel number _____ Cell number _____

E-mail address _____

Marital Status Single Married Divorced Widow/Widower

If married, state type of Marital Agreement -

In community of property ANC with accrual ANC without accrual

Have you ever been insolvent? Yes No

If yes are you rehabilitated? Yes No

2. Details of Premises

Leased Lessor _____

Owned Bond Holder _____

3. Bank Details

Name of Bank _____ Branch _____

Account Name _____ Account Number _____

Date Opened _____ (Please attach blank cancelled cheque)

4. Trade References

Organization	Contact Person	Monthly Payments	Terms	Tel No.
1.				
2.				
3.				

5. Particulars of other Business Interests

SECTION B

(Application for credit facilities)

(Public Companies may substitute Section B with Financial Statements)

1. In all cases where the applicant is a Company or Close corporation, or a trust, a signed Deed of Suretyship from each of the Directors / Shareholders / Members or Trustees are required. Deed of Suretyship available from the office of ROBBERG or refer page 7.
2. In order to assess appropriate credit limits and credit terms a signed Statement of Assets and Liabilities is required from the owner or each of the partners or sureties.
3. **Other Required Documentation**
 - 3.1 Memorandum of association
Certificate of Incorporation
 - 3.2 Founding Statement of Close Corporation (CK1)
Amended Founding Statement of CC (CK2)
Registration Certificate as issued by the Registrar of Close Corporations
 - 3.3 Trust Deed
Letter of Appointment by the Master of the Supreme Court
4. Resolution regarding signing powers of applicant for Companies, Clubs and Trusts.

SECTION C

CONDITIONS OF SALE AND CREDIT TERMS

1. ROBBERG FAST FOODS SA (PTY) LIMITED (hereinafter referred to as "the Supplier") appears herein as supplier and distributor of fresh fish and related products and conducts business for its own account. The Agreement herein contained is effective between the Supplier and the Applicant and covers all transactions of sale between them.
2. The Supplier and/or its successor in title hereby reserve the right to amend and/or withdraw any credit terms from time to time at its sole and absolute discretion.
3. The Supplier may at any time whatsoever, at its sole and absolute discretion and without notice to the Applicant, immediately close any account opened in favour of the Applicant in terms hereof and refuse to supply any further, and the Supplier shall not be liable for any loss or damage the Applicant or any other entity may suffer as a result hereof.
4.
 - a) Any discount as reflected on the Supplier's price list and/or invoice which the Supplier may afford to the Applicant from time to time and any change in respect thereof is subject to the sole and absolute discretion of the Supplier.
 - b) The date of payment on any transaction shall be deemed to be that date when actual payment is physically received by the Supplier of the full amount as reflected on the statement.
5. The Supplier is at all times entitled to change the price of its products from time to time and the applicant shall accept such changes and the price thereby stipulated as it may appear on the invoice and/or the price list of the Supplier from time to time. The applicant accepts the duty to ascertain the ruling prices of the supplier when ordering products.
6. Any amendments to the Conditions of Sale and/or the Credit Terms as determined by the Supplier can be brought on to this Agreement by way of notice in that regard, whether same be in the form of a separate document or on the front or reverse side of the Suppliers invoice, month end statement and/or price list, and the Applicant undertakes to regularly, on receipt of an invoice, statement or price list, peruse any endorsement on the front and reverse side thereof. All supplies made shall be subject to the terms and conditions herein contained and as amended from time to time in terms thereof.
7. It shall be the duty of the Applicant to notify the Supplier verbally and specifically in writing by registered post and hand delivered to the nearest branch office of the Supplier, of any change in the Applicants status, ownership or of the information hereby furnished, including the address of the Applicant, both physical and registered encumberment and/or intended alienation of movable assets other than in the ordinary course of business. Such notice must be given to the supplier within 7 (seven) days of date the Applicant became aware or ought to have become aware of such changes.
8. All goods delivered in terms hereof shall be for the account of the Applicant, and the Applicant undertakes to pay any delivery costs as determined from time to time.

9. Notwithstanding the provisions of paragraph 7, the Applicant undertakes to immediately notify the Supplier verbally and specifically in writing by registered post and hand delivered to the nearest branch office of the Supplier, in the event of any changes in ownership. If the Supplier does not within 7 (seven) days of such notice confirm in writing that notice of the change has been received, it shall be deemed that no change in the structure of the Applicant had occurred and the Applicant shall remain liable for any outstanding debt owing to the supplier.
10. The Applicant undertakes to pay all legal fees on the attorneys and client scale, in particular collection commission of 10%, of the Supplier on the scale as between Attorney and own Client, and further agrees and accepts liability to pay all legal costs and collection commission incurred by the Supplier in respect of the Applicant's account with the Supplier prior to the signing of this agreement. Collection commission will be charged at the rate of 10% on each and every payment made by the Applicant to the Supplier, in liquidation of any capital amount, interest and costs. Furthermore the Applicant agrees and consent that the Supplier may in its sole discretion retain or utilize any credit standing to the account of the Applicant to offset any existing or debt incurred before signature of this agreement.
11. The Supplier undertakes to, at least once a month, furnish a statement to the Applicant reflecting the transactions between the Applicant and the Supplier as well as the outstanding obligations of the Applicant. Unless the Applicant objects in writing within 14 (fourteen) days of date of the statement to any item appearing thereon, the Applicant shall be deemed to have accepted the statement as correct. The Supplier chooses delivery of the statement by way of existing postal services, but the non-delivery of any statement shall not entitle the Applicant to withhold any payment.
12. In the event of a credit balance appearing on an account, it shall be in the discretion of the Supplier to retain such credit to be offset against any future debt on the account, alternatively to effect payment to the Applicant in respect thereof.
13. The applicant hereby consents to the jurisdiction of the Magistrates court in terms of section 28 of the Magistrates Court Act as amended from time to time, and undertakes, notwithstanding the fact whether action is instituted in the Supreme Court at the election of the Supplier to pay all the costs the Supplier may incur in respect of litigation or collection of any outstanding account by the Applicant on an Attorney and own Client scale, collection commission, together with interest on the legal rate of 15.5% per annum a tempore morae. The applicant further consents to pay all other costs and disbursements, incurred by the supplier, as a result of non or late payment by the Applicant.
14. In the event of the Applicant being in breach of any term or condition in terms of this agreement, or in the event of the estate of the Applicant being provisionally or finally sequestrated, liquidated or placed under judicial management, whether provisionally or finally, or placed under curatorship in the event of death of a sole proprietor, sole member, director of the Applicant, then all outstanding amounts, irrespective of any terms afforded to the Applicant, shall immediately become due and payable. In the event of it being necessary for the Supplier to institute legal action against the Applicant to recover any monies due to the Supplier, any payments made pursuant thereto in the recovery of such arrear amount shall be appropriated firstly towards costs and disbursements and thereafter against interest and lastly towards the principal debt (Capital).
15. The Applicant accepts that any indulgence or extension that may be granted to him by the Supplier from time to time shall not constitute a waiver of rights of the Supplier in terms of this Agreement and such indulgence or extensions from time to time shall not be construed as a novation of any action or right of the Supplier.
16. Save for the provisions of clause 7, it is a condition of this Agreement that the Applicant, by virtue of his or his representatives signature hereto renounces the benefits of the legal exceptions revision of accounts, non numerata pecuniae (no value received), errore calculi (mistake in the calculation of outstanding amounts), non causa debiti (no cause of debt), de duobus vel pluribus reis debendi (being sued together or having the debt divided), the full force, meaning and effect of which the Applicant acknowledges to know and understand, and any other counterclaim the Applicant may have against the Supplier.
17. The Applicant undertakes to furnish the Supplier on demand with any security the Supplier may, in its sole and absolute discretion require and all costs pertaining to the drafting and sealing of any such security shall be for the account of the Applicant and the Applicant authorizes the Supplier the right to debit his account with such costs and disbursements.
18. The parties agree that in the event of any Cash of Delivery transaction right of ownership in and to the goods delivered to the Applicant shall not pass to the Applicant until the full amount of the purchase price has been paid by the Applicant to the Supplier in full.
19. The parties agree that in the event of any delivery transaction on credit terms, right of ownership in and to the goods delivered to the Applicant shall not pass to the Applicant until the full amount of the purchase price has been paid by the Applicant to the Supplier in full.
20. In respect of paragraph 19 & 20, the Applicant undertakes, in the event of him not being the owner of the premises to which the goods are delivered, to notify the landlord of the right of ownership in and to the goods and to also furnish the Supplier on request with the name, address and telephone number or the Landlord.
21. The Applicant or his representative warrants by his signature hereto that he is duly authorized to conclude this agreement with the Supplier and that he is not prohibited at law to enter into this agreement on the terms herein contained. Any misrepresentation, false representation or non-disclosure made by the representative and/or the person signing this document shall have the effect that the person signing assumes personal liability as co-principal debtor for any amount due to the Supplier in respect of any supply made on the strength of the information herein furnished by him.
22. In the event of any product, package or label purchased by the Applicant is in any way damaged, the Applicant undertakes to without delay notify the Supplier thereof and the Supplier reserves the right either to exchange or to re-purchase such product, package or label.

23. The Applicant hereby chooses his address appearing at the beginning of this document as his chosen domicilium citandi et executandi for all purposes arising out of this Agreement and shall have the right to change such domicilium in writing, such change required to be received by the Supplier in writing.

24. The applicant authorizes the supplier to -
- Conduct a credit search on the applicant
 - Monitor the applicants' payment conduct by making enquiries at any accredited credit bureau or trade reference
 - Use information attained from the accredited credit bureau to assess the credit facility or credit worthiness from time to time
 - Record the applicants account or default of payments with any accredited credit bureau

I hereby declare that the contents of sections A, B & C of this document is known to me, that I understand it and that the information I supplied is, to the best of my knowledge, true and correct.

Signature _____

Thus done and signed at _____ this _____ day _____ 20____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

Witness 1

Signature _____

Name _____

Capacity _____

ID No _____

Witness 2

Signature _____

Name _____

Capacity _____

ID No _____

FOR OFFICE USE ONLY

AUTHORISED LIMIT _____

COMMENTS _____

AUTHORISED TERMS _____

COMMENTS _____

CREDIT MANAGER _____

COMMENTS _____

FINANCIAL MANAGER _____

COMMENTS _____

SURETYSHIP

ROBBERG FAST FOODS SA (PTY) LIMITED
(Herein referred to as "The Creditor")
REG NO: 1995/007260/07

FULL NAMES AND IDENTITY NUMBERS OF SURETY/IES

I/we the undersigned,

1 _____ ID NO _____
2 _____ ID NO _____
3 _____ ID NO _____
4 _____ ID NO _____

do hereby bind myself/ourselves jointly and severally as Surety/Sureties in Solidium and Co-Principal Debtors for the payment on demand of all sums of money which:

REGISTERED NAME _____ TRADING NAME _____
REGISTRATION NO _____

(Hereinafter referred to as "THE DEBTOR") may now or from time to time hereafter owe to the creditor, arising from any cause of indebtedness whatsoever, whether now existing or which may come into being in the future, discount, commission, legal costs on the scale of Attorney and Own client, stamps and all other necessary or usual charges and expenses, provided that the total amount recoverable nevertheless from me/us hereunder shall not exceed the full indebtedness from time to time owing by the said debtor, together with interest, discount, commission, legal costs, stamps and all other necessary or usual charges and expenses.

It is agreed and declared that all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me/us; that you shall be at liberty, without affecting your rights hereunder, to release securities and to give or to compound or make other arrangements with the said Debtor, and that in the event of insolvency, liquidation, judicial management, assignment or compromise, no dividends or payments which you may receive from the said Debtor or other Surety/ies or from me/us shall prejudice your right to recover from me/us or others of us, to the full extent of the guarantee, any sum which, after receipt of such dividends or payments, may remain owing by the said Debtor, and that in the event of insolvency, assignment, liquidation or judicial management of the Debtor you shall be entitled, notwithstanding any payment received by you hereunder, to prove against the Estate of the Debtor the full amount of the indebtedness as at the date of insolvency of assignment, liquidation or judicial management.

It is agreed and declared that it shall always be in the sole and absolute discretion of the creditor to determine the extent, nature and duration of the facilities to be allowed to the Debtor. Any lency or extension of time which may be granted to the Debtor shall not be constructed as a waiver of any of your rights or claims against me/us hereunder.

I/we undertake and agree that in the event of the insolvency or liquidation of the Debtor, or it being placed under judicial management. I/we shall not be entitled to prove any claim against the Debtor for any amounts I/we may be called upon to pay under this Suretyship until all amounts and other charges as hereinbefore set out, due to you by the Debtor shall have been paid in full.

This Suretyship shall remain of full force as a continuing Security notwithstanding any immediate or intermediate settlement of or fluctuations in the account, and notwithstanding the death or legal disability of me/us, until you shall have agreed in writing to cancel this Suretyship, and this Suretyship shall further remain in force as a continuing Security binding upon the others or other of us, notwithstanding that it may on any ground in whole or part have ceased to be binding on any or more of us.

I/We agree that a certificate issued by the Credit Manager of Financial Manager or Provincial Manager or Director of the creditor will be prima facie proof of the amount owing by me/us in terms of this deed of Suretyship.

I/We hereby renounce the benefits of the legal exceptions "non causa debiti" (no cause of debt), de deobus vel pluibus reis debendi" (being sued together or having debt divided), "revision of accounts", "non numerata pecuniae" (no money/value received)", "errore calculi" (error of calculation), "beneficium ordinis seu excussionis et divisionis" (benefit of having principal debtor sued first or having debt divided), the full force meaning and effect of which I/we acknowledge to know and understand.

This Suretyship shall apply to cover and secure you and your respective successors in title, order or assigns, and this Suretyship shall be binding upon me/us my/our Heirs, Executors, Administrators or Assignees.

I/We hereby agree that any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act shall have jurisdiction in any proceedings that might be instituted in terms of this agreement or any breach thereof, irrespective of the amount involved or the nature of the claim.

I/We hereby declare that this deed was either completed by myself/ourselves or completed in my/our presence, and that I/we are not prohibited by law to complete this deed.

I/We choose domicillium citandi et executandi for all purposes under this Deed of Suretyship at: (street address)

1 _____
2 _____
3 _____
4 _____

Should this Suretyship be completed by more than one person, then and in such event each surety and co-principal debtor by virtue or its signature hereto admits that a separate and independent agreement exists between him and the creditor. Should any surety and co-principal debtor not sign this agreement or to be disposed of its liability, then the obligations in terms hereof will be binding and of full force and effect upon the remaining surety/ies and co-principal debtor/s.

Thus done and signed at _____ this _____ day _____ 20 _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES -

1. SURETY

WTINESS

Signature _____
Name (print please) _____
ID No _____

1. _____
2. _____

2. SURETY

WTINESS

Signature _____
Name (print please) _____
ID No _____

1. _____
2. _____

SECTION D

Notwithstanding anything to the contrary elsewhere contained herein, the signature on this Application by or on behalf of the Applicant shall constitute an offer for a credit facility on the herein mentioned terms and conditions, which offer shall remain irrevocable for a period of 21 (twenty one) days from the date of such signature and available for acceptance by the Supplier at any time during such period.

No agreement for a credit facility shall be deemed to exist between the Applicant and the Supplier either on the terms and conditions stated in this Agreement or at all, until this application shall have been duly signed by or on behalf of the Supplier.

Thus done and signed at _____ this _____ day _____ 20 _____

Suppliers Signature _____
Name _____
Witness _____

Credit Limited approved by Supplier: R _____