



**APPLICATION FOR ACCOUNT:**

Full Name of Company: \_\_\_\_\_

Registration Number: \_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

**Directors/Shareholders:**

<u>Full Name:</u>	<u>ID Number</u>

**Trade References and Telephone Numbers:**

<u>Trade References</u>	<u>Telephone Numbers</u>

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Buyers Name: \_\_\_\_\_

Accounts Dept Email: \_\_\_\_\_

<u>Postal Address:</u>	<u>Physical Address:</u>

Name of Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

**Credit Limit Requested:** \_\_\_\_\_

**CHILL BEVERAGES INTERNATIONAL** Reg No: 2001/008410/07

Physical : 86 George Blake Ave, Plankenburg, Stellenbosch 7600 | Postal: Post Net Suite 83, Private Bag X15, Somerset West 7129

Tel: +27 (0)21 886 8842, Fax +27 (0)21 887 1005, Email: info@chillbev.co.za, Website: www.chillbev.co.za

Directors: Aidan-John Greeff, Grant Hobbs (Managing), Ross Hobbs, Joe le Roux, Stephen Roberts (Non Executive), Blair Taberer (Non Executive),





## Terms and conditions

I/We apply for credit facilities to be granted to me/us by your company in respect of goods to be supplied and/or services to be rendered, upon the following terms and conditions:

- 1) Notwithstanding the granting of credit facilities to me/us, you shall be entitled at any time, and in your sole discretion to withhold such facilities and require repayment for any account.
- 2) I/We undertake to pay any account within a period of thirty (30) days reckoned from date of statement on which credit was granted.
- 3) I/We undertake to pay all legal costs incurred in connection with the recovery of any account due by me/us, including all collection charges as specified by an attorney appointed by Chill Beverages International (Pty) Ltd from time to time, tracing fees and costs as between attorney and client which may be payable in respect of the collection of such account.
- 4) I/We agree that the physical trading address given shall be my/our domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature.
- 5) I/We agree that in the event of a dispute arising from this agreement:
  - a. You will have the option to have the dispute arbitrated by an arbitrator appointed either by agreement or by the President of the Association of Arbitration in accordance with the provisions of the Arbitration Act No. 42 of 1965.
  - b. That in any court action arising from this agreement, I/we agree and consent (in terms of Section 45 of the Magistrates Court Act 32 of 1944 as amended) that you may at your discretion, institute such action in the jurisdiction of the relevant Magistrates Court, notwithstanding that the amount of the claim may exceed such jurisdiction.
  - c. I/We further agree that this constitutes a consent in writing to the jurisdiction of the Magistrates Court as contemplated by the Magistrates Court Act No. 32 of 1944 as amended.
- 6) I/We undertake to notify you within seven (7) days of any change of address.
- 7) No addition to, variation or cancellation of this agreement shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, I/we agree that any term or condition which may be contained on any order, written or verbal, and which is at variance with the terms of this agreement, shall be of no force or effect unless incorporated in a document signed by both yourselves and ourselves and which has been prepared specifically for the purpose of varying the terms of these conditions.
- 8) I/We hereby agree that I/we shall not be entitled to withhold payment of your account for any reason whatsoever.
- 9) I/We agree that ownership of the goods will not pass to ourselves until we have paid in full for them.
- 10) Any discount offered or allowed by you to ourselves is always subject to payment within thirty (30) days of statement, failing which any discount agreed falls away.
- 11) In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Chill Beverages International (Pty) Limited to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
- 12) All prices are subject to change without prior notice.
- 13) The Customer agrees that Chill Beverages International (Pty) Limited nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer nor shall the Customer be entitled to rescind from any contract on those grounds. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
- 14) All orders and variations are subject to these terms and conditions. Only written orders and variations will be accepted by Chill Beverages International (Pty) Limited. This notwithstanding, Chill Beverages International (Pty) Limited may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders Chill Beverages International (Pty) Limited however reserves the right to refuse delivery of any order until placed in possession of a written order form.
- 15) The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and 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
- 16) The delivery dates agreed to are given in good faith and all reasonable effort will be made to comply with them, but they shall be treated as approximate only and shall not be made the essence of the contract.

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**Conditions applicable to the granting of credit**

- 1) The undersigned does hereby warrant that the above information is true and correct. Furthermore, that the undersigned is duly authorised to complete and sign this form on behalf of the applicant.
- 2) The undersigned warrants that the Directors/Partners/Proprietor/Members have never been insolvent or associated with any other business failure, which has not been declared on this application form.
- 3) It is also agreed that the company may use any means to verify the information contained in this document.
- 4) It is agreed that the undersigned, being duly authorised to represent the applicant, accepts the terms and conditions of this document as well as those as set out in the document attached entitled "Terms and conditions", as amended from time to time.

This done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Authorised Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

Capacity: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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**Addendum A: Deed of Suretyship**

I/We, the undersigned, \_\_\_\_\_ (Full Name), \_\_\_\_\_ (ID No.)

**Do hereby bind myself/ourselves jointly and severally unto one in favour of Chill Beverages International (Pty) Limited (hereby referred to as the "Credit Grantor") as sureties and co-principle debtor/s in solidum with**

(hereinafter referred to as the "Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now or which may hereafter become owing by the Principal Debtor to the Creditor's from any cause of indebtedness howsoever arising and for the fulfilment of the Principal Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by a Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be prima facia proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act of 1944 to the Creditor taking any legal action for the recovery of monies claimable hereunder that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Not with-standing the foregoing the creditor shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between attorney and own client.

I/We select my/our *Domicilium et Executandi* as: \_\_\_\_\_

At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

This done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

Capacity: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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**FOR OFFICE USE:**

Date: \_\_\_\_\_

Trade References Checked:

1. Name: \_\_\_\_\_

Person Contacted: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Account Comments:

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2. Name: \_\_\_\_\_

Person Contacted: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Account Comments:

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3. Name: \_\_\_\_\_

Person Contacted: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Account Comments:

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4. Surety Signed by Customer: Yes: \_\_\_\_\_ No: \_\_\_\_\_

5. Account Type Granted: \_\_\_\_\_

6. Credit Limit Approved: \_\_\_\_\_

Trade References Checked By: \_\_\_\_\_ Signed: \_\_\_\_\_

Account Approved By: \_\_\_\_\_ Signed: \_\_\_\_\_

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