

PRIVATE & CONFIDENTIAL

Registration Number: CK88/06555/23
VAT Number: 4430121873



Manufactures & Suppliers of Poultry Equipment

HEAD OFFICE PRETORIA:

Plot 151, Laezonia, 0026

✉ 258, Laezonia, 0026

☎ (012) 669 9908

TELEFAX: (012) 669 9910

Website: www.chickenshack.co.za

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APPLICATION FOR CREDIT FACILITIES

with
CHICKEN SHACK AGENCIES CC
(Hereinafter referred to as the CREDITOR)
by

.....(FULL NAME OF APPLICANT)
(hereinafter referred to as the DEBTOR)

FORM OF BUSINESS: (e.g. company with limited liability, partnership, sole trader, close corporation, etc.)

FULL TRADING NAME:

POSTAL ADDRESS:

DELIVERY ADDRESS:

PERSON RESPONSIBLE FOR CREDITOR'S ACCOUNTS:.....

BUYER'S NAME:

TELEPHONE NUMBERS: Dialling Code (.....)

TELEFAX NUMBER: Dialling Code (.....)

REGISTERED OFFICE ADDRESS:

COMPANY REGISTRATION NO.:

DATE BUSINESS ESTABLISHED:

NATURE OF BUSINESS & PRODUCTS:

NAME, ADDRESS & TELEPHONE NO. OF AUDITORS:

BANKERS:

BRANCH CODE:.....

ACCOUNT NUMBER:

OWNERS/PARTNERS/DIRECTORS/MEMBERS OF CC - SHAREHOLDING PERCENTAGE:

NAME	I.D. NO.	% SHARE HOLDING	PRIVATE ADDRESS	PRIVATE TELEPHONE NO.
1)
2)
3)
4)

NAMES OF ASSOCIATED, SUBSIDIARY OR HOLDING COMPANIES:

1)

2)

3)

4)

TRADE REFERENCES AND TELEPHONE NUMBERS: (at least four references)

NAME:

TELEPHONE NO:

1)

3)

4)

5)

6)

ESTIMATED MONTHLY PURCHASES FROM THE CREDITOR: ± R.....

IS THE DEBTOR PREPARED TO PROVIDE LATEST BALANCE SHEET?

..... ANYFURTHERREMARKS:.....

OTHER PEOPLE TO RECEIVE CHICKEN SHACK PRODUCT AND INFORMATION

NAME:.....

POSITION:.....

.....I, the undersigned (Full Name)in my capacity as an authorised representative of the DEBTOR, hereby make application for credit facilities with the CREDITOR and

- a) warrant that I am authorised by the DEBTOR to sign this document;
- b) warrant that the above information is true and correct, and undertake to notify in writing any change in the DEBTOR'S details including change of ownership, name and address, etc;
- c) agree that the Law of the Republic of South Africa will apply to all dealings between the DEBTOR and the CREDITOR;
- d) consent to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act, for the determination of any claim which the CREDITOR may at any time have against the DEBTOR arising out of the supply of goods or any other cause whatsoever and which would otherwise be beyond the jurisdiction of the Magistrate's Court because of the amount of the claim, at the discretion of the CREDITOR;
- e) acknowledge that should credit facilities be granted as a result of this application they may be withdrawn by the CREDITOR at any time without prior notice;
- f) agree that should it become necessary for the CREDITOR to proceed against the DEBTOR in a court of law at any time, the whole amount outstanding on the account will immediately become due and payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment;
- g) agree that should any amount owing by the DEBTOR become overdue for payment, then the CREDITOR reserves the right to claim immediate payment on demand of all amounts owing at that time, whether payment be overdue or not;
- h) consent to adhere to the CREDITOR'S standard terms of:
 - i) Sale - which are available on request; and
 - ii) Payment - which are: payment within 30 days from last day of month of statement less discount reflected on such statement or 60 days net.
- i) agree and acknowledge that any defective goods supplied in terms of an order placed with the CREDITOR will, if required, and it is practical, be replaced as originally ordered, but shall not form the subject of any claim for any workmanship, damage or consequential loss from any cause whatsoever or other expense. Goods may not be returned for any reason without securing the CREDITOR'S prior agreement;
- j) agree that the signature of an employee of the DEBTOR on the CREDITOR'S official Delivery Note or Waybill, or the Delivery Note of any authorised independent carrier, will constitute delivery of goods purchased;
- k) agree that ownership of any goods sold to the DEBTOR by the CREDITOR will not pass to the DEBTOR until payment for such goods has been made in full by the DEBTOR or its nominee;
- l) agree that delivery promises are made in good faith. Late deliveries, however caused, shall not give rise to any claim for damages or consequential loss from any cause whatsoever;
- m) agree that should any amount owing fall into arrears, the CREDITOR will have the right to claim interest on such amounts at the rate of 2% above prime overdraft rate charged by the Standard Bank of SA Ltd from the date the goods were purchased;
- n) agree that any latitude or allowance whatsoever which the CREDITOR may grant to the DEBTOR, particularly with regard to the foregoing, will not be construed to be a waiver of any rights that the CREDITOR might otherwise have against the DEBTOR;
- o) agree that the decision of whether or not to grant credit facilities to the DEBTOR is at the sole discretion of the CREDITOR;
- p) in my personal capacity, bind myself as surety for and co-principal debtor with the DEBTOR in favour of the CREDITOR, for the due payment by the DEBTOR of all amounts due in terms hereof and the due performance of the DEBTOR'S obligations in terms hereof. This suretyship is given under renunciation of the benefits of exclusion and division, and shall be of full force and effect, notwithstanding any waiver, indulgence, leniency or extension of time which may be shown, granted or allowed by the CREDITOR to the DEBTOR, any variation of the terms of this agreement, or if any provisions of the agreement shall for any reason be found to be of no force or effect or not binding on the CREDITOR. I hereby warrant and undertake to procure that the DEBTOR will perform all of its obligations in terms hereof, and indemnify and hold the CREDITOR harmless against any loss, liability or expense which it may suffer as a result of any default of the DEBTOR in terms hereof.
- q) No variation in or to this contract will be binding unless reduced to writing.

.....
AUTHORISED SIGNATORY ON BEHALF OF THE DEBTOR (THE CUSTOMER)

DATED:

WITNESS:

.....
AUTHORISED SIGNATORY ON BEHALF OF CHICKEN SHACK AGENCIES

DATED:

WITNESS: