

CUSTOMER APPLICATION

❖ PLEASE NOTE! THIS APPLICATION WILL NOT BE CONSIDERED UNLESS:

- ✓ COMPLETED IN PRINT / READABLE HANDWRITING
- ✓ COMPLETED IN FULL (PAGE 1 - 8)
- ✓ INITIALLED BY ALL SIGNATORIES ON THE BOTTOM OF EACH PAGE AND IN THE DESIGNATED BOXES MARKED "INITIAL"
- ✓ SIGNED IN FULL BY ALL SIGNATORIES ON PAGE 8
- ✓ RECEIPT OF A TRADE DEPOSIT (*ONLY APPLICABLE TO NEW BUSINESSES AND APPLICANTS WITH LESS THAN 2 CREDIBLE TRADE REFERENCES)
- ✓ ALL REQUESTED SUPPORTING DOCUMENTATION IS RECEIVED

FOR DELI-CO OFFICE USE ONLY

1.	Price List:
2.	Payment Terms:
3.	Representative:
4.	Delivery Days:
5.	Account Approved Date:
6.	Warehouse:
7.	Customer Name on Pastel : :
8.	Customer Code on Pastel : :
<u>DOCUMENTS RECEIVED</u>	
1.	Clear copy/copies of ID:
2.	Clear copy of Company Registration Certificate:
3.	Clear copy of VAT Certificate:
4.	Resolution authorising signatories to sign on behalf of Legal Entity:

BUSINESS DETAIL:

1.	Trading name of business	:	
2.	Registered name of business	:	
3.	Type of business	:	
	(E.g. Butchery, Restaurant, Catering, Deli, Venue, Shop etc.)		
4.	VAT registration number	:	
5.	Registration number of business	:	
6.	Date of establishment of business	:	
7.	Postal Address	:	
8.	Delivery Address	:	
9.	Fax number	:	
10.	E-mail Address	:	

BUYING DEPARTMENT:

1.	Contact person	:	
2.	Direct Tel & Cell Number	:	
3.	E-Mail Address	:	

FINANCE DEPARTMENT:

1.	Person responsible for paying accounts	:	
2.	Direct Tel & Cell Number	:	
3.	E-Mail Address	:	

AUDITOR, ACCOUNTING OFFICER OR ACCOUNTANT DETAILS:

1.	Contact person	:	
2.	Direct Tel Number	:	
3.	E-Mail Address	:	

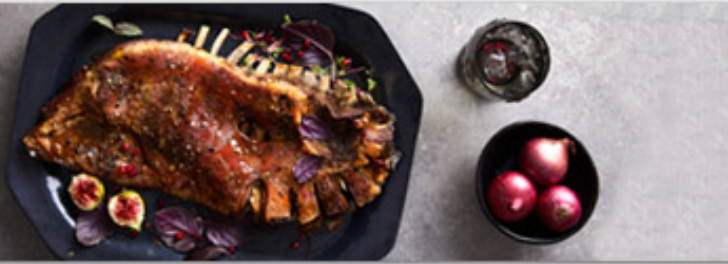
TRADE REFERENCES:

[*NB! Please note: Only trade references relevant to the meat industry and still trading can be considered for your application*]

1.	Company Name	:
	Contact Person & Tel Number	:
2.	Company Name	:
	Contact Person & Tel Number	:
3.	Company Name	:
	Contact Person & Tel Number	:

COMPANY DETAILS:

1.	Full names, ID numbers, residential addresses and contact details of Directors /Members/ Partners/ Trustees	
1.1)	Full Name(s)	:
	ID Number	:
	Residential Address	:
	Contact number	:
	E-mail	:
1.2)	Full Name(s)	:
	ID Number	:
	Residential Address	:
	Contact number	:
	E-mail	:
1.3)	Full Name(s)	:
	ID Number	:
	Residential Address	:
	Contact number	:
	E-mail	:
1.4)	Full Name(s)	:
	ID Number	:
	Residential Address	:
	Contact number	:
	E-mail	:



*“From
our
family to
yours”*

AGREEMENT ON PAYMENT OF ACCOUNT

AGREEMENT ENTERED INTO AND BETWEEN

DELI-CO BUTCHERY (PTY) LTD

Registration Number: 2015/288595/07

And

DELI-CO MEAT WHOLESALERS (PTY) LTD

Registration Number: 2015/437123/07

(hereinafter collectively referred to as “**Deli-Co**” or “**the Creditor**”)

And

Business Registered Name /Individual Name(s): _____

Business Registration No./Individual ID No.: _____

Registered Address/Trading Address: _____

(hereinafter referred to as the “**Principal Debtor**” or “**Debtor**”)

And

*Only applicable in case of company/trust being the applicant customer

Name: _____

(ID number: _____)

Residential Address: _____

(hereinafter referred to as “**the Surety**”)

The parties to this agreement hereby agree as follows

❖ (Please initial / sign each term as confirmation that you have read and understood the content)

1.

The Debtor undertakes to make full payment for all goods delivered and/or services rendered by the Creditor within the approved payment term granted and indicated on the invoice (whether COD, 7 days - or 14 days after date of invoice).

Initial

2.

If the Debtor fails to settle the Creditor's account timeously and in full, on or before the due date indicated on the invoice, the full amount owing by the Debtor becomes immediately due and payable, and the Creditor is entitled to continue with the institution of legal proceedings against the Debtor, without further notice, at its discretion, for the recovery of any amounts owing to the Creditor.

Initial

3.

The Debtor undertakes to pay all legal costs on a scale as between attorney and own client, as well as any collection commission payable, should it be necessary to institute legal proceedings against the Debtor for the recovery of any amounts owing to the Creditor.

Initial

4.

If the principal debt becomes due and payable as provided in paragraph 2 above, the Creditor will be entitled to charge interest on the full outstanding balance at a rate of 2% per month as permitted by the NCA regarding incidental credit.

Initial

5.

The Debtor undertakes to notify the Creditor within 14 days of change of his or her work - or residential address; contact details i.e. phone numbers or e-mail address and at least 14 days prior to handing over the business to new owners in case the Debtor's business was sold.

Initial

6.

The Debtor confirms that the debt did not arise directly or indirectly from a credit agreement as contemplated in the National Credit Act 34 of 2005.

Initial

7.

Any queries on the amount invoiced shall be raised with the Creditor in writing within 7 (seven) days from the date reflected on the invoice, whereafter the invoice shall be deemed to be correct.

Initial

8.

Any possible issues regarding the quality or quantity of the goods delivered by the Creditor to the Debtor must be reported to the Creditor in writing within 24hours after delivery, whereafter it shall be deemed that the Debtor accepted the quantity and quality of the goods delivered.

Initial

TRADE DEPOSIT

❖ **Please note!** Payment of a trade deposit is mandatory (non-negotiable) for:

- ✓ **all new businesses to the meat/food industry**
(i.e. commenced trading in the meat/food industry within the past 12 months prior to date of this application/agreement);
- ✓ **Any applicant business with less than 2 (two) credible trade references related to the meat industry**
(i.e. still trading and willing to provide a satisfactory reference in respect of your business' payment behavior)

9.1. As security for fulfilment of all of the Debtor's payment obligations in terms of this agreement, the Principle Debtor shall pay to the Creditor, a trade deposit of [***please mark preferable trade deposit amount with an "x" in the applicable box (on the left) and initial only next to the chosen amount (on the right)**]:

- R10 000.00 (TEN THOUSAND RAND); Initial
- R20 000.00 (TWENTY THOUSAND RAND); Initial
- R50 000.00 (FIFTY THOUSAND RAND); Initial

which amount shall be held by the Creditor, subject to the provisions of this clause. Initial

9.2. The Debtor acknowledges that the preferable trade deposit amount chosen in 9.1. above is subject to approval by the Creditor, at its sole discretion. Initial

9.3. Once the Creditor has approved the trade deposit amount payable by the Debtor, the approved trade deposit amount shall become payable by the Debtor to the Creditor's bank account, the details of which are as follows:

ACCOUNT NAME:	DELI CO BUTCHERY (PTY) LTD
BANK:	ABSA BANK
ACCOUNT NO:	408-781-3369
BRANCH CODE:	63-20-05
REF NO:	Please use your business name as reference

Initial

9.4. In order for the Debtor to establish payment credibility with the Creditor, the Creditor will hold the trade deposit for a maximum of 6 (six) months. The 6 (six) month period commences on the date payment of the trade deposit is reflected in the Creditor's bank account. After conclusion of the 6 (six) month period, subject to clause 9.5. below, the Creditor shall, upon the Debtor's written election, either:

9.4.1. Refund the full trade deposit amount to the Debtor; or

9.4.2. Use the trade deposit as credit on the Debtor's account with the Creditor. Initial

9.5. Clause 9.4.1 and/or 9.4.2, is conditional upon the Debtor having a clean payment record with the Creditor for the duration of the 6 (six) month period, which commences on the date on which payment of the trade deposit is reflected in the Creditor's bank account. For the purpose of this conditional clause, the Debtor will only be regarded to have a clean payment record with the Creditor if all invoices submitted by the Creditor to the Debtor had been settled timeously and in full.

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9.6. The Creditor is entitled to deduct from the trade deposit any amounts due and owing by the Debtor, which remains unpaid for 7 days after the due date indicated on an invoice submitted to the Debtor by the Creditor.

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9.7. No extension or indulgence of the payment terms, as indicated on an invoice submitted by the Creditor to the Debtor, will be regarded as binding for the purposes of this agreement, unless expressly reduced to writing and signed by the Creditor.

Initial

10.

SURETY

The undersigned Surety hereby:

10.1. binds himself/herself as surety and co-principal debtor, jointly and severally, for the due and proper fulfillment of the obligations of the principal debtor arising from the principal debtor's indebtedness unto and in favour of the Creditor;

Initial

10.2. renounces the benefits of excussion, division and cession of action and confirms to understand the meaning of such benefits and the effect of his/her renunciation thereof.

Initial

11.

CONSENT REQUIRED FOR COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")

11.1. GENERAL

11.1.1. As a responsible party, the Creditor may collect and process personal information in respect of the Debtor as its customer, to enable the Creditor to supply and deliver goods to the Debtor.

Initial

11.1.2. As signatory/signatories to this agreement, the Debtor and/or Surety expressly consent to and authorise the Creditor to collect, process and store his/her/its personal information, as may be required in terms of POPIA, in order for the Creditor to supply and deliver goods to the Debtor.

Initial

11.2. CREDIT CHECK

11.2.1. As signatory/signatories to this agreement, the Debtor and/or Surety hereby expressly grant their respective consent and authorisation to the Creditor to:

11.2.1.1. request, obtain and store any information relating to his/her/its payment behavior, creditworthiness, indebtedness and whereabouts from any registered credit bureau and/or the Debtor's trade references listed on page 2 and 3 of this application.

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11.2.1.2. share this agreement with the registered credit bureau and/or the Debtor's trade references (listed on page 2 and 3 of this application and agreement) should any of the aforesaid parties require same as proof of the Debtor and/or Surety's consent and authorisation granted to the Creditor to obtain the information listed in 11.2.1.1. above.

Initial

11.3. SHARING OF DEBTOR AND/OR SURETY PERSONAL INFORMATION WITH THIRD PARTIES

11.3.1. As a responsible party, the Creditor is committed to protect the privacy and confidentiality of its data subjects' (which includes the Debtor and/or Surety) personal information. As signatory to this agreement, the Creditor undertakes not to share any of the Debtor and/or Surety's personal information (which the signatories agree excludes information on his/her/its payment behavior) with any unauthorised third parties.

Initial

11.3.2. In the event of the Debtor being in breach of any of the terms of this agreement, the Debtor and/or Surety hereby expressly consent to and authorise the Creditor to share their personal information (obtained and stored by the Creditor as a result of this agreement) to the following third parties:

- 11.3.2.1. The Creditor's legal representative(s);
- 11.3.2.2. Accountability;
- 11.3.2.3. Any registered credit bureau.

Initial

12.

No variation of this agreement shall be of any force or effect unless it is reduced to writing and signed by all parties to this agreement.

Initial

SIGNED AT _____ on the _____ day of _____ 20____

_____	_____	_____
FULL NAME(S)	IDENTITY NUMBER	DEBTOR (SIGNATURE)
		Who warrants that he/she is duly authorised hereto

SIGNED AT _____ on the _____ day of _____ 20____

_____	_____	_____
FULL NAME(S)	IDENTITY NUMBER	SURETY (SIGNATURE)

***NB! Please note: This application will not be accepted without a signed Resolution authorising the signatory to sign this agreement on behalf of the Applicant Company / Closed Corporation/Trust**

Initial

The Signatory hereby confirms the following required documentation has been provided together with the correctly signed and completed application and agreement

- ❖ 1. Clear Copy(s) of Identity Document(s) of signatory/signatories to this agreement
- ❖ 2. Clear Copy of Company Registration Certificate/Trust Deed/Partnership Agreement
- ❖ 3. Clear Copy of Debtor's VAT Certificate.
- ❖ 4. Resolution confirming signatory's authorisation on behalf of applicant legal entity

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Please send completed application and agreement back to debtors2@delico.co.za

- ❖ **Kindly note: Without all required information and documents, the application and agreement will not be considered for processing.**

Initial

Thank you for completing the customer application and payment agreement!

We look forward to hearing from you at your soonest convenience.

Many Thanks & Kind Regards,

**Kind Regards
The Deli-Co Family**