

Application for Supply of Products & Purchase Facilities (All details supplied in this application will be treated in the strictest confidence and any facilities granted will be at the sole discretion of the Company.)

Kindly complete this application, INITIAL EACH PAGE and FAX 021-883-8075 or EMAIL creditapp@vinimark.co.za together with a copy of your liquor license

Account Facilities Required  COD (Cash with Order)  Account (30 Days from Statement) Credit Limit Required: .....  
 COD Cheque (Cash only)  COD EFT (Fax Deposit Slip before delivery)

1. Name(s) of Liquor License Holder: ..... License Number: ..... License Type: .....

2. Trading Name: ..... Vat Registration No: .....

3. Delivery Requirements:  To be delivered  Delivery Date .....

Delivery Address: ..... Tel No: ..... Fax No: .....

4. Postal Address: ..... Code: .....

5. Bank Details: Acc Name: ..... Acc No: ..... Bank Name: .....

Branch Code: ..... Type of Account:  Cheque (Attach Cancelled Cheque)  Transmission  Savings

6. Applicant's form of business:  Pty Ltd  CC  Partnership  Sole Trader Email Address .....

7. Name of Company or Close Corporation: ..... Reg No: .....

8. Particulars of  Sole Trader  Partners  Directors  Shareholders  Members of Applicant

a. Full Name & Surname: ..... ID No: .....

b. Residential Address: .....  Owned  Leased Tel No: .....

c. Marital Status  Married in Community of Property  Married ANC  Single  Divorced  Ever Insolvent: Yes  No

a. Full Name & Surname: ..... ID No: .....

b. Residential Address: .....  Owned  Leased Tel No: .....

c. Marital Status  Married in Community of Property  Married ANC  Single  Divorced  Ever Insolvent: Yes  No

a. Full Name & Surname: ..... ID No: .....

b. Residential Address: .....  Owned  Leased Tel No: .....

c. Marital Status  Married in Community of Property  Married ANC  Single  Divorced  Ever Insolvent: Yes  No

I/We hereby declare that the contents of this document including the conditions on the reverse side is know to me/us that I/we understand it and that the information I/we supplied, is to the best of my/our knowledge, true and correct. I, (full name) as signatory, warrant that I am duly authorised hereto and by my signature warrant that the information set out in this application is true and correct and that there has been no omission or misrepresentation. I acknowledge that personal liability may arise from any omission or misrepresentation in this application.

Thus done and duly signed at ..... on this, the ..... day of ..... 20..... in the presence of the undersigned Witnesses:

1. Applicant Signature.....	2. Witness Signature .....	3. Witness Signature .....
Applicant Name .....	Witness Name .....	Witness Name .....
(Full Name & Surname)	(Full Name & Surname)	(Full Name & Surname)

**SECTION B**

1. In the case of a company or close corporation, a deed of personal suretyship is required from all directors or members.
2. If this application is being made by an authorised representative, a resolution from the directors or members, authorising such person to complete and sign this document, is required.

The following documents must be emailed or faxed to 021-883-8075 or [creditapp@vinimark.co.za](mailto:creditapp@vinimark.co.za). These documents will be treated in the strictest confidence. If a company: Kindly attach a copy of the certificate to commence business. If a close corporation: Kindly attach a copy of your founding statement and /or amended founding statements.

I, ..... (full name) as signatory, warrant that I am duly authorised hereto and by my signature warrant that the information set out in this application is true and correct and that there has been no omission or misrepresentation. I acknowledge that personal liability may arise from any omission or misrepresentation in this application. The applicant, by signature hereto, acknowledges that he has read and understands the terms and conditions of sale, accepts same and shall be bound thereby.

Duly signed at ..... on this, the ..... day of ..... 20..... in the presence of the undersigned Witnesses:

1. Applicant Signature..... 2. Witness Signature .....

Applicant Name ..... Witness Name ..... Witness Name .....

(Full Name & Surname) (Full Name & Surname) (Full Name & Surname)

Representative Name & Surname .....  On Con  Off Con ..... Customer Class ..... Initial Page .....

### SECTION C - TERMS AND CONDITIONS OF SALE

WINE WORX (PTY) LTD hereinafter referred to as "the Company", reserves the right in its absolute discretion at any time forthwith to vary or terminate any credit terms or facilities. The Company may at its discretion without notice place any account granted as a result of this application, on "Stop Supply" and will not be responsible for any losses or damages arising there from or from any cause whatsoever resulting from the withholding of supplies or credit. The Company may also in its absolute discretion at any time refuse to sell or supply any products to the applicant (also referred to herein as "the customer") and shall not be responsible for any loss or damages whatsoever that may result from any refusal by the Company to sell or supply any products to the applicant.

Re-instatement of supplies or credit facilities will be at the discretion of the Company.

**Discount arrangements**, if any, may be varied or terminated by the Company at any time at the sole discretion of the Company. The Company reserves the right to alter the prices of its products from time to time and the customer agrees to be bound by the prices appearing on the Company's invoice.

**The customer**, or the agent or representative of the customer, by signature to this application, warrants that he or she is authorised to contract on behalf of the applicant and is not subject to any disability in law binding the applicant to these terms and conditions. Misrepresentation in this respect will result in the signatory to this application being personally liable for any amounts due arising from this application.

**The signatory** warrants that all the information given in this application is true and correct, and that there are no error or omission or misrepresentation, and by signature to the application admits to personal liability for any account or amount due arising from this application, in the event of any error, omission or misrepresentation.

**The applicant** agrees to advise the Company of any change in status of the applicant, or of any change to the information given in the application, in writing, the notification to reach the Company within 7 days of the applicant becoming aware of the change.

**The applicant**, by signature hereto and to the application, acknowledge that these terms and conditions and the application constitute one document and are to be read and understood by both the applicant and the Company, as one document.

**The applicant** acknowledges that all goods which may be delivered to the applicant, will be for the account of the applicant

**The applicant** acknowledges and agrees to notify the Company in writing of any change in ownership of the applicant or the applicants business. Should any change in ownership of the business not be notified to the Company and acknowledged by the Company within 7 days, there will be deemed to have been no change, and the applicant will remain liable for all goods delivered to the applicant's address until notification of such change is acknowledged by the Company.

The Company shall once a month dispatch to the customer a statement reflecting the customer's outstanding liability. Unless the customer objects to any statement by means of a written notice delivered to the Company within seven days of receipt of such statement the customer shall be deemed to have accepted the correctness of the statement and thereafter the onus of proving any error in such statement shall rest on the customer. Non-receipt of any statement shall not constitute any reason for non-payment.

**The applicant**, by signature hereto, consents to the Jurisdiction of the Magistrate's Court notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court. The Company nevertheless reserves the right to institute action against the customer in any division of the High Court having jurisdiction.

**The customer** agrees that in the event of the account falling into arrears, that is not being paid within the credit period allowed by the Company to the customer from time to time or within 30 days, whichever period is the lesser, interest will be charged on the account at the maximum rate determined by the Usury Act, which interest shall commence from the date the goods are supplied to the customer and shall accrue until payment is received by the Company.

If the customer breaches any of the terms or conditions of this agreement, the customer is provisionally or finally sequestrated or liquidated or placed under provisional or final judicial management or under curator ship or the customer should die, then the full amount of the customer's indebtedness to the Company, from whatever cause shall immediately become due, owing and payable to the Company.

**The customer** agrees to undertake to provide security as may be required by the Company in support of this application, and the customer agrees that any costs in connection with the provision of such security to the Company shall be borne by the customer and shall be due and payable immediately.

**The customer** agrees that, notwithstanding anything to the contrary herein, that ownership of any goods supplied and sold to the customer, shall not pass upon delivery, but that all risk in all goods supplied and/or delivered to the customer shall nonetheless vest in the customer from the time of delivery.

**The customer** undertakes, in the event of the customer occupying premises not owned by the customer, to advise the name, address and telephone number of the owner of the premises.

**The customer** warrants, by signature to this application and the terms and conditions that the customer is not prevented in any way in law from acquiring account facilities with the Company, and in acquiring as a result of account facilities, the goods and products of the Company.

**The customer** agrees that should he, at any time, fall into arrears then the Company or its agent or representative may summarily and without notice take re-possession of any goods supplied to him by the Company.

**The customer** hereby elects and appoints his delivery address given on the Application Form as his domicilium citandi et executandi at which all notices and/or legal process under or in connection with this agreement may be delivered to or served upon the customer. Any notice sent to such address by prepaid registered post shall be deemed to have been received by the customer on the forth day after posting and if delivered to such address shall be deemed to have been received on the date of delivery.

**The customer** by his signature hereto, waives the rights to claim as a defence to any action instituted by the Company, the fact that he or she was granted any terms of credit in excess of the number of days alleged by the plaintiff unless such extended terms of credit granted by the Company are reduced to writing and signed by a member of the Management of the Company.

The customer hereby acknowledges and agrees that:

1. The Company may:
  - a) Perform a credit search on the customer record with one or more registered Credit Bureau when assessing the customer's application for credit.
  - b) Monitor the customer payment behaviour by researching his/her record at one or more of the Credit Bureaus.
  - c) Use new information and data obtained from Credit Bureau in respect of the customers future credit terms, if any.
  - d) Record and transmit details of how the customer has performed, and how the account is conducted by the customer in meeting his/her obligations on the account.
  - e) Record the existence and status of the customer's account with any Credit Bureau.
2. Use information obtained from one or more Credit Bureau to assess future credit applications by the customer and members of his/her family.
3. The customer acknowledges and agrees that any information regarding his/her credit worthiness, defaults in payments to the Company, and details of how his/her account with the Company is conducted may be disclosed to any other creditor of the applicant or to one or more Credit Bureau's.

Notwithstanding anything herein contained the Company shall be entitled in its sole and absolute discretion:

- a) At any time to vary or terminate any credit or account facilities or terms in respect of the customer.
- b) At all times in respect of all matters referred to in or arising out of the customer's application or these terms and conditions of sale to act in its sole and absolute discretion

If any provision hereof is held or found to be unenforceable or unlawful by any Court of competent jurisdiction this shall not affect any other provision hereof all of which shall remain and continue of full force and effect.

All words, terms and phrases used herein importing any one gender shall include any other gender and words, terms and phrases referring to natural persons shall, where appropriate, refer to or include partnerships, associations, companies and close corporations.

**DEED OF SURETYSHIP**

I/We, the undersigned, ..... do hereby bind myself/ourselves, jointly and severally, as Surety/Sureties in solidum and Co-Principal Debtor/s for the payment on demand of all sums of money, which the

**Registered name of Company/Close Corporation:** ..... **Registration Number:** .....

(Hereinafter referred to as "the Debtor") may now or from time to time hereafter owe to WINE WORX, arising from any cause of indebtedness whatsoever, whether now existing or which may come into being in the future, including interest at 2% per month or if prohibited by legislation, such maximum rate allowed by law from time to time on all amounts in arrears calculated from due date till date of payment, 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 admission 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 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 or 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 leniency 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 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 more of us.

**I/We agree that a certificate issued by the Credit Manager or 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 renounce the benefits of "excussion", "division", "cession of action" and "de duobus vel pluribus reis debendi" with the force and effect whereof I/We am/are fully acquitted.

**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 magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's 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 domicilium citandi et executandi for all purposes under this Deed of Suretyship at (street address: .....)

Should this Suretyship be completed by more than one person, then in such event each Surety and co-principal debtor by virtue of its signature hereto admits that a separate and independent agreement exists between him and the creditor. Should any surety and force and effect upon the remaining surety/ies and co-principal debtor'(s).

Thus done and duly signed at ..... on this, the ..... day of ..... 20..... in the presence of the undersigned Witnesses:

1. Applicant Signature.....	2. Witness Signature .....	3. Witness Signature .....
Applicant Name .....	Witness Name .....	Witness Name .....
(Full Name & Surname)	(Full Name & Surname)	(Full Name & Surname)