



Landbouwmiddels - Diensverskaffers aan Eindgebruikers

Lid van / Member of ACDASA

Agricultural Remedies - Service Provider to End Users

Viking Bemarking (Edms) Bpk

Viking Marketing (Pty) Ltd

Reg. Nr. 1996/012179/07

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Posbus / P.O. Box 51 v. Ruesling en Shiraz Straat / Road Saxonburg Park 1 Blackheath 7581 Tel (021) 907-3000 Faks / Fax (021) 905-7113 Web www.viking.co.za

CREDIT APPLICATION

Hierdie aansoek is ook beskikbaar in Afrikaans.

1.1 NAME and POSTAL ADDRESS of APPLICANT:

1.2 PHYSICAL ADDRESS of APPLICANT:

2 TYPE of BUSINESS

Full registered name of Company / C C / Partnership / Firm / Trust :

Private Company

Closed Corporation

Sole Proprietor

Trading name (if not as above) :

Partnership

Trust

2.1 Physical address of Registered Office _____

2.2 ID/Registration number _____

2.3 Information - Directors / Members / Partners / Owners / Trustees (Attach list if more than 3 directors / partners)

Full Names	Residential Address	Identity Number

3 Trade references of businesses with whom the APPLICANT/PURCHASER as in 1.1 has been trading continuously for the past 3 years :

Name	Town	Tel code & number

4 Premises

Rented : Name & Tel number of Landlord :

Owner : Telephone number :

5 Type of farming :

6 Amount of Credit required : _____

7 VAT Registration number : **(Copy of certificate number – 103 – to be attached please)**

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8 Contact information (for payment of account)

8.1 Name of contact person _____ 8.2 Cell number _____

8.3 Area code & telephone number _____ 8.4 Fax number _____

8.5 Email address _____

9 Banking details :

9.1 Bankers _____ 9.2 Branch name _____

9.3 Account number _____

UNDERTAKING TO COMPLY WITH STANDARD TRADING CONDITIONS :

I / WE AGREE THAT THE TERMS AND CONDITIONS OF SALE SET OUT OVERLEAF SHALL APPLY TO EACH AND EVERY TRANSACTION CONCLUDED HENCEFORTH BETWEEN THE APPLICANT/PURCHASER AND VIKING MARKETING (PTY) LTD.

Signed _____

Full name _____

(Please print)

CREDIT FACILITIES : VIKING MARKETING (PTY) LTD

TERMS & CONDITIONS OF CONTRACT & SURETYSHIP

1. I/We, the undersigned, certify herewith that I/we are duly authorised to undersign this credit application on behalf of the aforementioned business/company.
2. I/We accept that should there be any intention from the Applicant to change its ownership, they have to inform the Supplier, in writing, at least 30 (thirty) days prior to any changes taking place.
3. I/We accept that should there be any change to our address, telephone or fax numbers we shall inform the Supplier, in writing, within 15 (fifteen) days of the change having taken place.
4. I/We take note that should credit facilities be granted to me/us, those facilities could at any time be revoked by the Supplier without any prior notice. The decision to award credit facilities, or not, will be solely at the discretion of the Supplier. The undertakings of this agreement will be binding on all transactions regardless whether the credit facilities of the Applicant has been denied or cancelled.
5. The Applicant agrees to accept responsibility for all legal expenses including the costs of an Attorney / Client scale, as well as any costs incurred by handing over the amounts owed to a Commercial Information Agency or to a Debt Collection Agency for collection. An amount owing will mean any amount that is not subject to a dispute and is outstanding in terms of the agreed terms.
6. Unless otherwise agreed to, in writing by both parties, the Applicant undertakes to ensure that payment of any account rendered will reach the Supplier not later than 30 (thirty) days from date of statement for the month during which credit was granted.
7. The Supplier will charge the Applicant interest at Prime plus 4% per annum on all amounts outstanding after 30 (thirty) days after date of statement. The Supplier may firstly allocate any payment made by the Applicant to the interest amount and then to any invoice at the Suppliers discretion.
8. No relaxation or indulgence which the Supplier may grant to the Applicant shall constitute a waiver of its right to enforce strict compliance with the terms of this contract.
9. A certificate issued or signed by any Director of the Supplier will be *prima facie* evidence of any obligation of the Applicant towards the Supplier.
10. Risks in the goods sold will pass to the Applicant on delivery. However, ownership therein shall only pass to the Applicant when the purchase price has been paid in full. All goods will be considered moveable assets and will be detached from fixed assets or other goods. The Supplier reserves the right to ensure the end user or the owner of the property where the goods are being stored or used, of its claim of ownership thereof.
11. The Applicant consent to the jurisdiction of the Magistrates Court in terms of Article 45 of Magistrates Court Law no 32 of 1994 (as amended) under the jurisdiction of Article 28 of the abovementioned Law. Notwithstanding claims by the Supplier that exceeds the capabilities of the normal jurisdiction of the Magistrates Court. The Supplier will at its own discretion be able to act against the Applicant in any other capable court that differs from the aforementioned jurisdiction.
12. The undersigned binds himself/herself together or separate as co-principal debtors in solidum, together with the Applicant, for the credit provided by the Supplier to the Applicant through the signing of this document. This suretyship is a continuous warranty by the undersigned that can only be cancelled by the Supplier in writing and only once all outstanding amounts have been paid in full by the Applicant.
13. The Applicant supplies, as *domicilium citandi et executandi*, the physical address as supplied in the attached "Application for Credit facilities" for all purposes that may arise out of the contract between the Supplier and the Applicant.
14. The Applicant gives his/her permission that the Supplier may do a credit check on the Applicant as well as obtain references. The Supplier may keep this information on record and may from time to time update this information as required.
15. The Applicant confirms that he/she has read this contract and understand its contents, specifically clause 12 and that he/she undertakes to abide by the conditions set out in this agreement.
16. This document is governed by and construed in accordance with the laws of the Republic of South Africa.

I/we hereby warrant and record that I/we are duly authorised to sign this application for credit facilities and to bind me/us to abide by your company's standard terms and conditions of sale :

Full Name (please print) : _____

Capacity : _____

Signature : _____

SIGNED ON THIS _____ DAY OF _____ 20 _____

FOR OFFICE USE ONLY :

Approved : _____ Amount : _____ Terms : _____