



RODOPA MEAT (Pty) Ltd

PO Box 4102 Cresta
Tel: 010 222 0601 Fax: 086 715 3700 Cell: 071 366 5802
Email: eva@rodopameat.co.za
Web: www.rodopameat.co.za

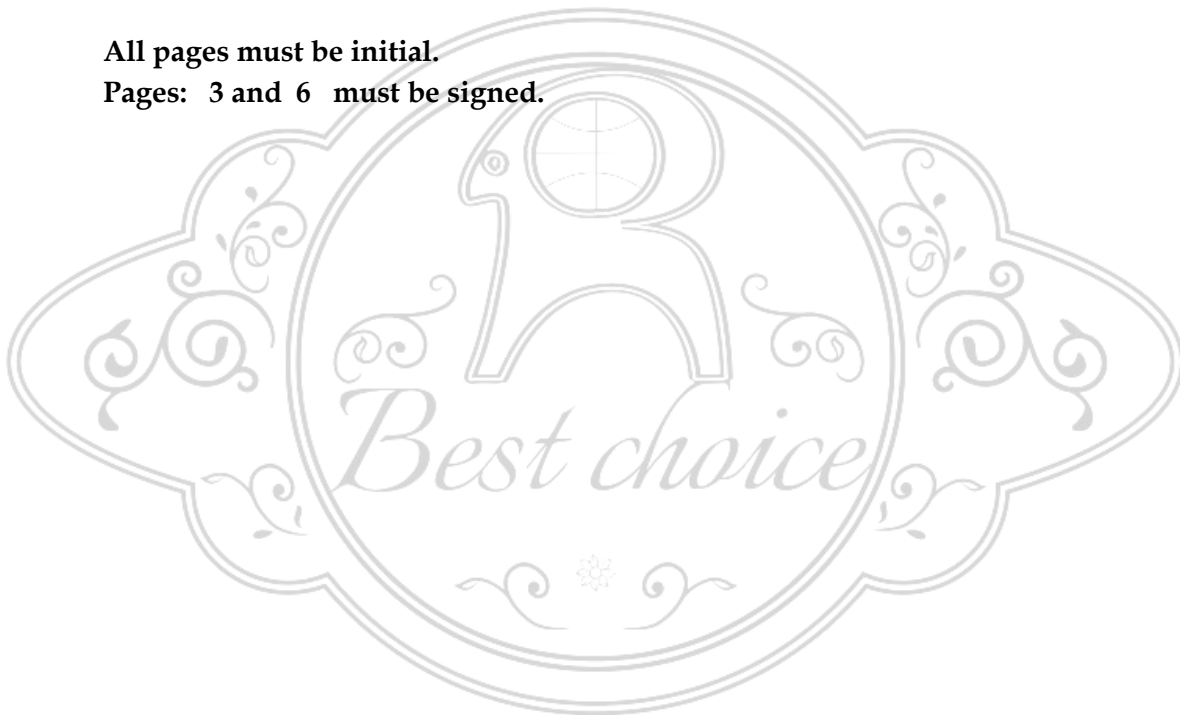


DOCUMENTS TO BE ATTACHED TO APPLICATION

1. PROOF OF ADDRESS
2. PROOF OF BANK ACCOUNT (CANCELED CHEQUE / LETTER FROM the BANK)
3. ID COPY OF PARTNERS, MEMEBERS, ETC
4. VAT REGISTRATION CERTIFICATE
5. COMPANY REGISTRATION DOCUMENTS

All pages must be initial.

Pages: 3 and 6 must be signed.





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CREDIT APPLICATION FORM (INCORPORATING DEED OF SURETY)

Details of Customer making application

Full Name:								("Customer")
Type	(Pty) Ltd		CC		Sole Proprietor		Partnership	
ID or Reg. NO.				Vat Reg. No				
Contact Person:				Tel number				
Designation:				Cell number:				
				Fax number:				
Type of Business								
Date Commenced Business								
Number of years in Operation:								
Physical Address:				Postal Address:				
Code:				Code:				

Details of property owned

Description and address	
Value	
Bond: Amount and with who	

Details of directors, members, proprietor, partners

Full Name(s):	ID Number(s): **
1.	1.
2.	2.
3.	3.
Physical home address of each	
1.	
2.	
3.	



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Trade References

Name of Company	Contact Person	Telephone Number

Bank Details

Name of Bank	
Branch Name	
Branch Code	
Name of Account	
Account Number	

Credit Limit Required

Estimated monthly purchases:					
Payment Terms Required	Cash on delivery		7 calendar days		14 calendar days

Business information

Contact person for Account and Payments:	E-mail address:
Contact person for Purchasing and Buying:	E-mail address:

* Please supply copy of VAT Registration document.

** Please supply a copy of the relevant ID Book(s).

I/We the undersigned hereby warrant and agree that:

- The information contained in this credit application form is true, correct and up-to-date and will form the basis of any credit facilities, which may be granted to Customer. I/We undertake to immediately notify Rodopa Meat (Pty) Ltd of any changes to such information.
- Rodopa Meat may make enquiries about Customer's credit record with any credit reference agency and any other party. Rodopa Meat may also provide credit reference agencies with regular updates, including how Customer manages its accounts
- I am/We are duly authorized to sign this credit application on behalf of Customer.
- I am/We are authorized to seek credit facilities for Customer and to pledge Customer's credit.
- I/We have read, understood and agree to, the relevant standard terms and conditions which are attached to this credit application form, which terms and conditions I/We acknowledge shall form part of and shall govern each order and each agreement between Customer and Rodopa Meat for the sale and provision of goods and where applicable services.

AUTHORISED SIGNATURE (S)

NAME PRINTED:

CAPACITY

Directors: V Alexandrov and E Alexandrov



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TERMS AND CONDITIONS OF TRADE CONTAINING DEED OF SURETYSHIP

1. **Sale**

Rodopa Meat agrees to sell to the Customer goods on the terms hereof;

2. **Payment**

All accounts from **Rodopa meat** (PTY) LTD (hereinafter referred to as "Rodopa meat") in respect of goods sold and delivered by Rodopa meat to the Customer are strictly payable within period agreed on page 2, without set off or deduction and the Customer agrees that it may not withhold or defer payment. Invoices will be issued to the Customer in respect of each delivery and a monthly statement, however it is the responsibility of the Customer to ensure receipt thereof;

3. **Interest**

Interest will be payable by the Customer in respect of any overdue unpaid account at 20% *per annum*, the amount of which shall be calculated and capitalized monthly, calculated from the due date thereof to the actual date of payment in full.;

4. **Dom cilium**

The Customer chooses as its *domicilium citandi et executandi* for purposes of all notices or processes in regard to any legal actions pertaining to this matter or any other matter, the physical address furnished on page 1 herein above;

5. **Jurisdiction**

The Customer grants herewith its consent to the jurisdiction of the Magistrate's Court arising out of any dispute relating hereto, for which this consent is hereby given in terms of section 45 of the Magistrates Court Act, 32 of 1944 as amended, in spite thereof, that the claim amount may otherwise, exceed the jurisdiction of the Magistrates Court were it not for the terms hereof;

6. **Certificate of indebtedness**

Any certificate issued under the signature of a director or manager of Rodopa Meat that certifies the amount due hereunder shall be accepted as *prima facie* proof of such indebtedness and shall have sufficient probative value to enable Rodopa Meat to obtain Judgment or provisional sentence against the Customer in any competent court for the amount stated in such certificate, and the Customer accepts the onus of disproving the amount so stated as not being the amount owing;

7. **Ownership and Risk**

Ownership in and to all goods sold in terms hereof; remain vested with Rodopa Meat, despite delivery thereof, until all outstanding monies have been paid. Risk in and to the goods pass to the Customer on delivery of the goods;

8. **Legal Costs**

In the event of Rodopa Meat having to institute legal action in recovery of any outstanding amount, the Customer agrees to pay all such legal and associated costs on the scale as



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between attorney and own client inclusive of Collection Commission of 10% on all payments made, in reduction of the balance outstanding;

9. Exceptions

The Customer to the extent that it is enforceable, hereby expressly renounces the following benefits and exceptions: the *non causa debiti*, the *errore calculi*, the revision of accounts, no value recorded and, if there is more than one debtor, the *de duobus vel pluribus reis debendi* or the *ordinis seu excussionis et divisionis*, which the customer has agreed to have familiarized himself with;

10. Warranties and Indemnities

In spite of Rodopa Meat's best endeavors to supply a superior and suitable product, no warranties are made as to its composition, suitability for the purpose it is purchased and its quality. The Customer holds Rodopa Meat harmless and indemnifies Rodopa Meat, against all claims for any loss, liability, damages or expenses, incurred, including consequential damages, arising from the sale and purchase of goods herewith. All deliveries will be deemed accurately effected as per the particulars appearing on each invoice or Delivery Note as to the nature and quantity of goods and the price thereof. No payments will be withheld or deferred in respect of any claim or alleged defect of quality of goods or short delivery. Without derogating from the contents hereof, no claim will be entertained, which claim Rodopa Meat may entertain, in its sole and absolute discretion, unless reduced to writing and received by Rodopa Meat within 14 days of date of the invoice / delivery note.

11. Waiver and Non Variation

Any alteration, release, relaxation or postponement of the terms hereof by Rodopa Meat shall not be binding in any way whatsoever unless it has indicated in writing that such action shall be binding. Rodopa Meat reserves the right to withhold and withdraw credit facilities that may be granted in terms hereof at any given time which decision he may exercise in his sole discretion without giving reasons for doing so. This agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, or variation, will be of any force or effect unless reduced to writing and signed by the parties. The parties further agree that no other terms or conditions, whether oral or written, and whether express or implied, at variance with the subject matter and terms herein contained, shall apply.

12. Security

As security for the due and proper fulfillment of the Customer's obligations in terms hereof and payment of its accounts, the Customer hereby cedes, transfers and makes over to Rodopa Meat its right, title and interest in and to all the Customer's book debts, both future and present of whatsoever nature and from whatsoever cause arising, as security for the abovementioned indebtedness of the Customer to Rodopa Meat arising out of any obligation hereto or any payment made or liability incurred there under, which cession shall endure and be of force and effect until the Customer's account has been finally cancelled and all liability of the Customer has been paid in full or otherwise discharged.



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13. SURETYSHIP

In the event of the Customer's business being a separate legal entity, I/we the undersigned hereby bind myself / ourselves in my/ our personal capacity as surety/ies and co-principal debtor(s) *in solidum* for all indebtedness of any nature which the Customer may now or in future be owing to Rodopa Meat on the same terms and conditions contained herein above. I/we choose as my/our *domicilium citandi et executandi* the street address as appears on page 1(one) herein above for purposes of any documents or processes having to be served.

I / we hereby accept the Terms and Conditions in my/our capacity as duly authorized representative(s) of the business (or as individual person and Customer herein),

1) Signed and dated at _____ this _____ day of _____ 20____

(Full Name-please print)

Signature

Position held/
capacity

2) Signed and dated at _____ this _____ day of _____ 20____

(Full Name-please print)

Signature

Position held/
capacity

3) Signed and dated at _____ this _____ day of _____ 20____

(Full Name-please print)

Signature

Position held/
capacity