



P.O. BOX 277 – IXOPO – 3276 - TELEPHONE: 039-834 1953 – FAX: 039-834 1972 / 086 501 2178
 EMAIL: admin@sutherlandseedlings.co.za

CREDIT APPLICATION FORM

1. **DEBTOR DETAILS:** (ALL DETAILS ARE TO BE COMPLETED BY AN APPLICANT IN FULL – FAILING WHICH, THE APPLICATION MAY BE DECLINED)

Type of applicant (tick the appropriate option)

Individual	Partnership	Company	Close Corporation	Trust	Other
------------	-------------	---------	-------------------	-------	-------

If other, please specify: _____

(Please note that Partnerships; Companies; Close Corporations and Trusts are required to sign a suretyship)

Type of business (tick appropriate option)

Farmer (forestry)	Farmer (Veg)	Nursery	Home Gardener	Outlet	Agent/Rep
-------------------	--------------	---------	---------------	--------	-----------

If other, please specify: _____

Debtor Name: _____

Trading Name: _____

Vat Number: _____ **PLEASE ATTACH COPY OF YOUR VAT103 FORM**

Physical Address: _____

Postal Address: _____

Telephone Number – Work: _____ Home: _____

Cell: _____ Fax: _____

Credit limit required: R _____

2. **BANK DETAILS** (TO BE COMPLETED BY ALL APPLICANTS)

Bank: _____ Branch: _____

Account Number: _____ Branch Code: _____

3. **TRADE REFERENCES** (TO BE COMPLETED IN FULL BY ALL APPLICANTS – **NO CELL NUMBERS PLEASE**)

	NAME	ACCOUNT NUMBER	TELEPHONE NUMBER
1			
2			
3			
4			

4. **COMPANY DETAILS** - (TO BE COMPLETED BY ALL APPLICANTS, EXCEPT INDIVIDUALS)

Date business commenced: _____

Registration Number: _____ [PLEASE ATTACH COPY OF YOUR CK CERTIFICATE

Name of Auditor/s: _____

Auditor/s phone number: _____

5. **DETAILS OF INDIVIDUALS, PARTNERS, DIRECTORS, MEMBERS & TRUSTEES:**

To be completed by all applicants

NAME	I.D. NUMBER	PHONE NUMBER	PHYSICAL ADDRESS

FOR ADDITIONAL PERSONS, PLEASE USE A SEPARATE SHEET

6. **NAME OF RELATIVE/FRIEND NOT LIVING WITH YOU** (to be completed by individuals)

NAME	PHONE NUMBER	PHYSICAL ADDRESS	POSTAL ADDRESS

I/We hereby apply for a credit facility and;

- a) Agree to your terms and conditions in respect thereof;
- b) Acknowledge that this facility is for a maximum of 30 (thirty) days from date of statement
- c) Acknowledge that interest will be charged on overdue accounts at the rate of 2% per month
- d) Agree that all costs and charges in recovering overdue accounts including attorney's charges at the attorney and client scale shall be paid by me/us.
- e) Warrant that the above details are correct and that I am duly authorised to sign this document.

SIGNATURE OF APPLICANT

DATE

WITNESS

WITNESS

FOR OFFICE USE ONLY

AUTHORISATION:

CHECK 1. _____

DATE: _____

2. _____

CREDIT LIMIT: _____

MEMORANDUM OF AGREEMENT

SUTHERLAND SEEDLINGS CC (CK NO. 2008/030797/23)

Whereas the Applicant has applied for credit facilities from Sutherland Seedlings cc;

And if, Sutherland Seedlings cc agrees to grant such credit facilities, they will be subject to the under mentioned terms and conditions;

Now therefore, the parties do hereby agree to the following terms and conditions;

1. The Applicant agrees that all amounts invoiced by Sutherland Seedlings cc are due owing and payable without deduction or demand within 30 days of the date of the statement rendered by Sutherland Seedlings cc.
2. The Applicant agrees that Sutherland Seedlings cc may claim and recover interest at 2% per month on all monies owing in excess of the 30 day credit term referred to above.
3. The Applicant further agrees that in the event of Sutherland Seedlings cc suing for overdue monies, he/she/they will be liable for all legal costs incurred by Sutherland Seedlings cc on the attorney and client scale, including collection commission and any tracing agent's fees.
4. Sutherland Seedlings cc shall be entitled to bring at its election against the applicant in a Magistrate's Court having jurisdiction notwithstanding the fact that the claim would otherwise exceed the jurisdiction of such Court.
5. Should the Applicant fail to pay any amount on due date, Sutherland Seedlings cc shall be entitled to declare the full balance owing on all accounts to be immediately due owing and payable.
6. The Applicant acknowledges and agrees that credit facilities are entirely at Sutherland Seedlings cc discretion and may be withdrawn at any time without prior notice.

TERMS AND CONDITIONS OF SALE

SUTHERLAND SEEDLINGS CC (CK NO. 2008/030797/23)

These terms and conditions of sale apply to all quotations given, and orders accepted, by Sutherland Seedlings CC ("**Sutherland Seedlings**"):

1 Products bought

1.1 Sutherland Seedlings will provide you with the products described in the Confirmation of Order form ("**the product**").

1.2 No agreement will have been reached between Sutherland Seedlings and yourself unless and until you have received a signed Confirmation of Order form.

2 Delivery date

2.1 The growth of seedlings is subject to a wide range of influences that may delay delivery. These influences are beyond our control and include wind, rain, drought, frost, hail and snow, amongst other things.

2.2 You understand and accept that, given the nature of seedling growth, Sutherland Seedlings is not able to undertake to deliver on a particular date. The delivery date set out on the Confirmation of Order form is a target date. Sutherland Seedlings will attempt to deliver the products on the delivery date, but you understand and accept that delivery may take place at any time fourteen days before or after the delivery date.

Customer Initial:

3 Place of delivery

3.1 Unless otherwise stated in the Confirmation of Order form, the place of delivery of the products to you will be at Sutherland Seedlings' Ixopo nursery ("**the nursery**"). Delivery will be made by setting the product aside for you at the nursery. Before delivery, you will be given a written notice advising at what date and time delivery will be made.

3.2 If the Confirmation of Order form provides for Sutherland Seedlings to deliver the product to your premises or to a place designated by you, delivery will be made at that place and you will be liable for the costs of transportation as specified in the Confirmation of Order form. Before delivery, you will be given notice advising at what date and time delivery will be made.

4 Risk of loss of damage

You will be responsible for the risk of loss or damage to the product from the date of delivery. In other words, the risk of loss or damage will pass to you from the date on which delivery is made at the nursery or at your premises or a place designated by you, as the case may be.

5 Inspection

5.1 You are required to inspect the product on delivery and to provide Sutherlands Seedlings with written notice of any discrepancy in the species or quantity delivered, or of any other visible defect, within 24 hours of the date of delivery.

5.2 If you fail to provide Sutherland Seedlings with a written notice, then you agree that it will be assumed that the product delivered accords entirely with the Confirmation of Order form and you will have no claim against Sutherlands Seedlings in this regard.

6 Failure to take delivery

6.1 If you fail to take delivery of the product on due date-

6.1.1 the price will immediately become payable;

6.1.2 you will be liable for storage costs.

6.1.3 The risk of loss or damage to the products will pass to you regardless.

6.2 If you fail to take delivery within 60 days of the due date, Sutherland Seedlings will be entitled to deliver the product to your premises or to a place designated by you, at your cost.

7 Price

All prices quoted are exclusive of VAT, unless otherwise stated.

8 Payment and interest

8.1 If Sutherland Seedlings has not given you credit facilities (which must be approved in writing), payment for the product must be made before the delivery date specified in the Confirmation of Order form.

8.2 If Sutherland Seedlings has given you credit facilities (which must be approved in writing), payment for the product must be made within 30 days of the delivery date.

8.3 Interest at the prime rate of interest charged by Sutherland Seedling's bankers from time to time, plus 2%, shall be payable on any outstanding amount, from due date to the date of payment. Interest shall be compounded monthly in arrears.

Customer Initial:

8.4 Payment must be made to:

Sutherland Seedlings CC

Standard Bank – Ixopo Branch

Branch code: 050023

Account Number: 062613685

9 **Acts of God**

9.1 If either party is prevented from fulfilling its obligations in terms of this contract due to *force majeure* (including strikes, lock-outs, acts of God, fire, war or warlike acts, civil insurrection, government interference or restrictions, electricity shortages, weather conditions or other circumstances entirely beyond the control of that party) that party shall be relieved of performance of the extent that it is so prevented from doing so for the duration of the intervening circumstance.

9.2 The party wishing to claim relief on the grounds of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.

9.3 The party so prevented from fulfilling its obligations shall use its best endeavours to remove or avoid the impediment as soon as possible.

10 **Ownership**

10.1 The product will remain the property of Sutherland Seedlings until the price, plus interest (if any) has been fully paid.

10.2 Until the purchase price, plus interest (if any) has been paid, you will not be entitled to sell or dispose of the product without the prior written consent of Sutherland Seedlings.

11 **Seedling trays**

11.1 If the product is supplied to you in seedling trays, then you will be required to pay –

11.1.1 R2 for the hire of each tray; plus

11.1.2 R11 as a deposit for each tray.

11.2 The deposit will be refunded provided that the trays are returned in good order to Sutherland Seedlings within 6 months of the date of delivery. Unless another arrangement is agreed in writing, you will be responsible for transporting the trays back to Sutherland Seedlings' premises at your own cost. Trays that are damaged will not be refunded in full. The refund will depend on the damage incurred and if the tray is no longer reusable, no refund will be given.

12 **Defects**

12.1 Sutherlands Seedlings will not deliver product to you that suffers from any visible defect.

12.2 You acknowledge and accept that nursery operations are such that, despite following best practice, product delivered may suffer from –

12.2.1 A disease which does not demonstrate any visible symptoms; or

12.2.2 A physical defect that is not otherwise visible.

Customer Initial:

- 12.3 You acknowledge and accept that –
- 12.3.1 the product may, as a result, suffer from a latent defect which may destroy the product, reduce yields or even damage your soils; and
- 12.3.2 Sutherland Seedlings cannot be held liable for any losses or damages suffered as a result of latent defects; and
- 12.3.3 Sutherland Seedling's liability will be limited to replacing any defective product or refunding the purchase price in respect of that product.

13 Damages

- 13.1 Sutherland Seedling's liability for any damages or losses suffered by you arising from the products or the use of the products will be limited to the replacement of any defective products or the refund of the purchase price of any defective products.
- 13.2 Sutherland Seedlings will not, under any circumstances, be liable for consequential or economic damages, indirect damages or for any delictual liability of any nature.

14 Indemnity

If you intend supplying the product to another customer or person in the supply chain, then you indemnify Sutherland Seedlings against any defect in the product that results from anything done (or not done) while the product are under your control.

15 Advice

- 15.1 Sutherland Seedlings has knowledge of the growth of seedlings. We do not profess to have knowledge on the further growth of seedlings into mature plants or trees, or of any aspect of production or the materials to be used in growth or production. These matters are beyond our competence as seedling growers.
- 15.2 Staff members at Sutherland Seedlings are not authorised or competent to provide you with advice on any matter regarding the further growth of the product, or of any aspect of production or the materials to be used in growth or production. If you seek or accept this advice, you do so at your own risk.

16 Legal costs

If either Sutherland Seedlings or you breach these Terms or Conditions then the guilty party will be liable for all legal expenses (on the attorney-and-own client scale of an attorney and counsel) incurred by the innocent party. The guilty party will also be liable for any tracing, collection or fees or costs incurred by the innocent party.

17 Severability

Each of these Terms and Conditions are separate and severable from each of the others. If any particular Term or Condition is found to be void or unenforceable, then the remaining Terms and Conditions will still be binding between yourself and Sutherland Seedlings.

18 Indulgences

You agree that no indulgence given by either party to the other party will affect the terms of this agreement or any of the rights of party granting the indulgence. The indulgence will not constitute a waiver by the party granting the indulgence in respect of any of its rights. Under no circumstances will that party be stopped (or prevented) from exercising any of its rights in terms of these Terms and Conditions.

Customer Initial:

19 **Variation and cancellation**

No agreement varying, adding to, deleting from or cancelling these Terms and conditions, and no waiver of any right under this Terms and Conditions, shall be effective unless reduced to writing and signed by or on behalf of the parties.

20 **Address**

20.1 You choose your official address, for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, as the following:

Postal address
.....
.....

Physical address:
.....
.....

Fax No.:

20.2 Sutherland Seedlings choose its official address as the postal address, physical address and fax number indicated on the Confirmation of Order form.

20.3 Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by telefax.

20.4 A notice will be presumed, unless the contrary is proved, to have been given:

20.4.1 if posted by prepaid registered post, 5 days after the date of posting thereof;

20.4.2 if hand delivered during business hours on a business day, on the day of delivery;

20.4.3 If sent by telefax, on the first business day following the date of sending of such telefax.

21 **Interpretation**

Any reference to "you" in these Terms and Conditions means a natural person or a natural person contracting on behalf of an entity, such as a company, close corporation, partnership or trust.

Signed by or on behalf of the Customer at on

As witness:

The Customer
who, if he or she is signing on behalf of the Customer,
warrants that he or she is properly authorised to sign
these Terms and Conditions

THANK YOU FOR TAKING THE TIME TO FILL OUT THIS APPLICATION

Grow with us!