



Application for credit facilities

Grayston Meat
And
The application as referred to below
(Hereinafter referred to as the “applicant”)



Physical Address: No 16 Rautenbach Avenue Wynberg JHB 2090.

P.O.Box 552 Strathaven 2031

Tel No: 011 440 91 No: 011 440 8836 / 4238

Fax to Email: 0866860989

Email Address: ralves@graystonmeat.co.za

Initials here _____



REGISTERED NAME: _____

TRADING NAME: _____

PLEASE FILL IN ALL PARTICULARS IN BLACK INK. ALL DIRECTORS/SHAREHOLDERS/OWNERS MUST SIGN PAGE 3 AND INITIAL EACH PAGE

PARTICULARS OF APPLICANT

- 1. Registered Name of Co./C.C/Applicant:
- 2. CO/CC/ID No: /...../.....
- 3. Trading Names:
- 4. Physical Address of business:
- 5. PO.Box No & Code:
- 6. Telephone: Business:

Fax:

Cell:



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Home:

7. bankers:Branch.....

Branch Code.....Account:.....

8. Auditors:Tel No.....

9. IN EVENT OF PIVATE PERSONS(SOLE TRADERS):

Are you marriedIf yes state how: COP ANC Accrual

Full Name of Spouse.....

ID No of Spouse.....

Do you and your wife own any fix property? If yes state in whose name is it

Registered:

Type: Stand Residential House Other:



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Address of property.....

Estimated Value.....Bond Balance.....

Bond Holder:

Residential Address:

.....

Have you ever been sequestrated?if yes, give details:

.....

.....

.....

10. In the event of Company/Closed Corporation:
[Copy of latest audited financial reports must accompany this application]

Directors/Members:

Full Names:ID No:.....

Residential

Address:Shareholding:%



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Full Names:ID No:.....

Residential

Address:Shareholding.....%

Full Names:ID No:.....

Residential

Address:Shareholding.....%

Full Names:ID No:.....

Residential

Address:Shareholding.....%

Please state if Company/Closed Corporation has any fixed property registered in its nameif yes, state type of property:

.....

.....



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11. Are there any pending legal actions/unsettled judgments against you? If yes, give full details

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.....
.....

12. Have you signed any other suretyship?if yes, give full details

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.....
.....
.....

13. Is the equipment in your shop fully paid / on lease?:if on lease give full details

.....
.....



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14. Trade references:

Name of Company	Telephone No	Office use
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1.....

2.....

3.....



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TERMS AND CONDITIONS

1. The granting, continuation and termination of the credit facilities, if and shall be within the sole discretion of Grayston meat. The applicant hereby consent to Grayston Meat requesting and obtaining any information from any of the applicant's Creditors, Bankers and/or Financiers.
2. All accounts shall be paid in full within a maximum period of 14 (fourteen) days of date of invoice, unless stated otherwise on the confirmation letter of the new account.
3. The applicant shall pay interest to Grayston Meat on all overdue accounts at the prime overdraft rate plus 3% should the applicant breach any terms and conditions contained herein, the full sum outstanding including interest thereon will become due and payable in full
4. notwithstanding that all risk in and to all goods sold by Grayston Meat to the applicant shall pass on delivery, ownership in all goods sold and delivered shall remain vested in Grayston Meat until the full purchase price has been paid and in the event of a breach of these terms and conditions by the applicant, or if the applicant is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy granted against within 7 (seven) days of the date of judgment or changes the structure of its ownership, Grayston Meat shall be entitled to take possession of the goods without prejudice to any further rights vested in Grayston Meat, and hereby irrevocably authorized to enter upon the applicant's premises to take possession of such goods without court order.
5. Delivery
 - a. In the event that Grayston Meat transports the goods, using company owned transport to the applicant, delivery and passing of the risk in the in goods, shall be deemed to have taken place when the goods are off-loaded from the transport vehicle at the applicant's premises. The signature of any employee of the applicant on a Grayston Meat delivery note or invoice shall be fascia proof of the proper delivery of the goods.
 - b. In all cases where delivery to the applicant occurs by applicants own or hired carrier shall be the applicant's agents and delivery to such carrier by Grayston Meat shall be deemed to be delivery to the applicant. The signature of any employee of the applicant or carrier shall be prime fascia proof of proper delivery to the applicant. Delivery shall be deemed to have been made by Grayston Meat to the applicants when the goods are dispatched ex-factory or alternatively when Grayston Meat gives notice to the applicant in writing that the goods are ready for delivery, whichever of the two shall occur first.
 - c. Should Grayston Meat at the applicant's request, engage a carrier to transport goods to the applicant, such carrier shall be the applicant's agent and Grayston Meat shall engage on such terms and conditions as deems fit and the applicant indemnifies Grayston Meat against all demands and claims which may be made against it by the carrier so engaged and all liability which Grayston Meat may incur to the carrier arising out of the transportation of the goods. If the applicant fails to take delivery of the goods ordered, or in any way delays the delivery of goods ordered, then the risk in the goods shall immediately pass to the applicant and the applicant shall be liable to pay Grayston Meat the reasonable cost of storing, insuring, and handling the goods, until delivery takes place.
 - d. Whilst every effort will be made to dispatch goods as advised, Grayston Meat does not Guarantee dispatch on any specific date and shall not be liable for any damages for failure to effect delivery/dispatch timorously for any reason beyond reasonable control, including but not limited to, inability to secure transport, labour, power, materials, equipment or supplies or by reason of an act of god, war, civil disturbance, riot, state of emergency, strike, lockout or other labour disputes, fire, flood, drought, or legislation. The applicant shall not be entitled to cancel any order by reason of such delay.
 - e. In the event that Grayston Meat makes delivery to the applicant in instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the applicant to cancel the contract. When goods are delivered in instalments, invoices relating to separate deliveries shall be paid 7(seven) days from invoice date and no payment shall be postponed until such time as all the goods ordered have been delivered. The applicant will be liable for payment of all fees, charges, expenses and the like due to the sale carrier in respect of the transport of the goods to the applicant.
 - f. The applicant shall be barred from lodging any claim in respect of discrepancies between goods charged and goods delivered, unless the applicant has specified on the delivery note or invoice the nature of the discrepancy. In respect of special orders, Grayston Meat reserves the right to dispatch up 5% more or less than the number ordered and to invoice the applicant for the quantity supplied.
6. Risk in the goods shall pass on delivery but ownership in the goods sold remains vested in Grayston Meat until the purchase price shall have been paid in full. The applicant undertakes that in the event that his trading activities are operated on any leased



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property, to notify Grayston Meat in writing of the name and address of the landlord to enable Grayston Meat to protect its interest in respect of the goods sold and delivered pursuant hereto. The applicant further undertakes not to sell or alternate his business without 14(fourteen) days prior written notice given to Grayston Meat with full details of his intention to do so.

7. All goods returned for credit, other than goods in respect of which Grayston Meat has admitted a claim, shall be subject to a 10% handling charge.
8. Grayston Meat reserves the right to suspend deliveries, to cancel any undelivered portion of any order and to impose such other conditions as to security and terms of payment as it deems fit
9. The applicant shall forthwith notify Grayston Meat in writing of any changes of any information set out in the application for credit facilities.
10. No representations or warranties shall be binding upon Grayston Meat unless made by it in writing. Any other condition or warranties as to qualities or freedom from latent defect of the goods sold or fitness for any particular purpose or otherwise, whether arising under a statute or otherwise, is hereby excluded. Grayston Meat shall not be under any liability, whether in contract, delict or otherwise, in respect of defects in goods delivered or for an injury, damage or loss resulting from such defects or from any work done in connection therewith or from the transportation of the goods.
11. In no circumstances shall Grayston Meat be liable for consequential damages.
12. No relaxation, or indulgence that Grayston Meat may grant to the applicant shall constitute a waiver of its right to enforce strict compliance with these conditions
13. In any dispute arising out of these conditions or between Grayston Meat and the applicant, Grayston Meat shall at its option, be entitled to institute proceedings in any magistrate court which has jurisdiction notwithstanding that amount in issue may exceed the limits of such jurisdiction. The applicant hereby consents to such jurisdiction of the magistrate court.
14. The applicant hereby appoints the address appearing in paragraph 3 of the application for credit facilities as its domicile citandi et executandi for all purposes in connection with or arising from this application.
15. The applicant hereby appoints the address appearing in paragraph 3 of the application for credit facilities as its domicile citandi et executandi for all purposes in connection with arising from his application.
16. **I/we by my signature hereof (which appears below) do hereby bind myself in my private and individual capacity as surety for co-principal debtor with the applicant in favor of Grayston Meat for the performance of any obligation of the applicant and for payment to Grayston Meat by the applicant of any amount which may now or at any time be or become owing to Grayston Meat by the applicant. I/we understand that my liability amounts owing by the applicant to Grayston Meat are not limited to any credit limit granted by Grayston Meat to the applicant. The amount which Grayston Meat can claim from the surety shall not be limited by any credit limit granted by Grayston Meat to the applicant. Should the applicant for any reason whatsoever exceed this credit limit, the surety shall not be entitled to claim liability for the credit limit amount only. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled to arising from legal exceptions including, but not limited to; A) Excursion- the right to require Grayston Meat to proceed first against the applicant for payment of any debt owing to Grayston Meat before proceeding against the surety; B) Cession of Action-The right to require Grayston Meat to give cession of the action for payment of debts to the surety before any action against the surety may be taken; C) The benefit of simultaneous citation and division of debt-the right of a co-surety to be liable only for his pro rata share of the principal debt; D) The right to an accounting from Grayston Meat. This suretyship is given as a continuing covering suretyship for the present and the future obligations of the applicant to Grayston Meat.**
17. The applicant does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favor of Grayston Meat all of its rights, title, interest, claim and demand in and to all book debts whatsoever nature and description and however arising which the applicant may now or at anytime hereafter have against all and any persons, companies, corporations, firms, partnership, associates, syndicates, and other legal personae whomsoever ("the applicant debtors") without exception as a continuing covering security for the due payments of every sum of money which may now be due or at anytime hereafter be or become owing by the applicant to Grayston Meat. Should it transpire that the applicant at anytime entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, and then this cession shall operate as cession of all the applicant's reversionary rights? Notwithstanding the terms of the foregoing cession, the applicant shall be entitled to institute action against any of its debtors provided that all sums of money which the applicant collects from its debtors shall be collected on Grayston Meats behalf and provided further that Grayston Meat shall at anytime be entitled to terminate the applicant's right to collect such monies/debts. The applicant shall be obliged to deliver all relevant information in



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documentary form or otherwise to Grayston Meats upon demand to enable Grayston Meat to claim monies to the applicant from third parties.

18. The applicant shall pay any cost incurred by Grayston Meat as a result of any breach by the applicant of these conditions or any failure by it to pay any amount due date on the scale as between attorney and client, whether or not action is instituted. Such cost shall include any collection commission which Grayston Meat is required to pay to its attorneys as well as any V.A.T. or other levies incurred as a result of any action taken by Grayston Meat.
19. No person other than a director or manager of Grayston Meat has any authority to contract on Grayston Meat behalf of any terms and conditions other than those contained herein. No terms and conditions contained in any order or other document issued by Grayston Meat shall be valid and no variation of these conditions shall be binding upon Grayston Meat unless reduced to writing and signed by a director or manager of Grayston Meat.



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NB: No account will be opened until we are in receipt of the original of this application duly dated, signed and witnessed and all the pages are initialized at the bottom.

I/We, undersigned, warrant that the information given above is true and correct and acknowledge that credit is granted, if at all, on the basis of such information. I/We have the authority to act for the applicant and bind the applicant hereto. I/We have read and understood the terms and conditions which will be binding upon the applicant and ourselves and agree that I/We be jointly and severally liable as co-principal debtors with the applicant for all the latter's obligations and indebtedness to Grayston Meat

Signed at this day of 20.....

.....
Name (Print) *Signature* *Witness*

.....
Name (Print) *Signature* *Witness*

.....
Name (Print) *Signature* *Witness*

.....
Name (Print) *Signature* *Witness*



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