

## AGREEMENT OF SALE

Legal Entity Name	<input type="text"/>																		
Trade Name	<input type="text"/>																		
VAT No	<input type="text"/>					Reg No					<input type="text"/>								
Accounts Contact	Name <input type="text"/>																		
	Email Address <input type="text"/>																		
Private Individual	<input type="checkbox"/>	Sole Proprietor				<input type="checkbox"/>	Registered Company				<input type="checkbox"/>	Close Corporation				<input type="checkbox"/>	Other		
Postal address	<input type="text"/>																		
	Code <input type="text"/>																		
Physical address	<input type="text"/>																		
	Code <input type="text"/>																		
Telephone	<input type="text"/>					Fax					<input type="text"/>								
Bankers	Name <input type="text"/>																		
	Branch <input type="text"/>																		
	Account <input type="text"/>					Branch code					<input type="text"/>								
	Date opened <input type="text"/> / <input type="text"/> / <input type="text"/>																		

Trade references	Name	Contact	Telephone
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Details of fixed property owned by Company/CC/Proprietors and Directors/Members

Stand and Township	Value	Bond	Owner
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date of commencement of business  /  /

Nature of business

Details of Proprietor / Partners / Directors / Person / Members / Trsutees

Full names	Identity Number	Telephone
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Auditors Name

My/Our anticipated monthly purchases would be R  ,

I/we the undersigned as \_\_\_\_\_ of the abovementioned and in my/our personal capacity warrant that, I/we am/are duly authorised to sign this agreement and that the above information is true and complete, that all transactions will be subject to Terms and Conditions on pages 2 and 3 which I/we acknowledge having read and understood.

I/We hereby agree that by my/our signature(s) hereto I bind myself/ourselves in accordance with the term and conditions on pages 2 and 3 as surety and coprincipal debtor in solidium with the abovementioned.

Signed at \_\_\_\_\_ Signature \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Print Name(s) \_\_\_\_\_

OFFICE USE:	Account No	<input type="text"/>	Agent	<input type="text"/>	CGIC	<input type="text"/>	File	<input type="text"/>
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## TERMS AND CONDITIONS

I/we have read and understood and hereby accept and agree to the following conditions:

### SALE AGREEMENT

1. I/We undertake to pay my account within 30 days after the date of the monthly statement that will be mailed to my/our address stated as Postal address on page 1 of this agreement.
2. Should any amount not be paid on the due date, or I breach any condition in this agreement, then the whole amount shall become due, owing and payable irrespective of the date(s) when the goods were purchased and I/we shall be liable to pay interest in respect of amounts unpaid as at due date, at the rate of the prime overdraft rate plus 2 percent, on all overdue amounts from due date until date of payment, calculated and payable monthly in advance, and should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum, and the total shall form the principal debt which shall then bear interest in the manner as set out above.
3. I/We hereby select and nominate the address stated on page 1 of this agreement as my/our domicilium citandi et executandi for service upon me/us of all notices and processes in connection with this agreement.
4. I/We consent to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act for the determination of any claim which you may at any time have against me/us arising out of the supply of goods and which would otherwise be beyond the jurisdiction of a Magistrate's court because of the amount of the claim. Notwithstanding the foregoing, you shall be entitled in your discretion to take any such legal proceedings in any other court of competent jurisdiction.
5. Credit facilities may be withdrawn by yourself at any time without prior notice to me/us and the extent and nature of such facilities shall at all times be in your sole discretion.
6. A certificate by one of your Directors or authorised employees showing the amount due and owing by me/us to you shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against me/us for recovery of the said amount and as evidence of the prevailing rate of interest chargeable on overdue amounts.
7. Should you agree in your sole discretion to accept the return of any goods for the credit of my/our account, I/we shall be liable, without the necessity of any further agreement, to pay you a handling charge of not less than 10 percent on the invoiced price of the goods returned.
8. I/We acknowledge you are entitled in your own discretion to appropriate any payment made by me/us to any part of the account that you may elect.
9. Should I/we at any stage change the form of legal entity or the name of ownership under which the account and credit facilities are being used (as on page 1 and the applicable sections thereafter) I/we undertake to notify you in writing by registered post within 7 days as from the date when the changes take effect. I/We furthermore indemnify you against loss or damage which may result from such change or from any failure on my/our part to notify yourself of such change.
10. In the event of you engaging the services of an attorney to collect from me/us any amount which has fallen due by me/us to you, then in addition to any legal charges for which I/we may become legally liable, I/we shall pay collection commission of not less than 10%, and attorney and client fees at the tariff rate that your attorney is obliged to charge you.
11. I/We understand that the information given in this application form is to be used by you for the purposes of assessing our creditworthiness. You have my/our consent at all times to contact and request information from any persons, credit bureaux or businesses, including those mentioned in this application and to obtain any information relevant to my/our creditworthiness, including but not limited to information regarding the amounts purchased from my/our suppliers, length of time I/we have dealt with such suppliers, type of goods purchased, and manner and time of payment.
12. I/we agree and understand that information given in confidence to you by a third party regarding me/us will not be disclosed to me/us.
13. I/we hereby consent to and authorise you at all times to furnish credit information concerning my/our dealings with you to a credit bureau and to any third parties seeking a trade reference regarding my/our dealings with you.
14. The ownership of any goods sold by you to me/us shall not pass to me/us until payment of the full purchase price thereof has been made or the goods have been sold by me/us. The risk in and to the goods sold hereunder shall pass to me/us on delivery thereof to the carrier notwithstanding the reservation of ownership therein, and irrespective of whether you pay the carrier's charges.
15. Claims in respect of alleged faulty goods shall not be a ground for withholding payment of amount due to you and shall not give the me/us any right to set off against any payment due.
16. I/we may not return goods without your prior consent. This consent can be withheld if, the goods have been in my/our hands for more than 7 (seven) days from date of Delivery Note/Invoice, or the goods are such that the goods cannot be re-sold as returned. Where special orders are required to be made up to suit my/our specific requirements, no returns will be accepted. Credit will only be passed, where the consent for the return of goods has been arranged with you, and if the relevant Delivery Note/Invoice numbers are furnished.
17. The full purchase price as stated in the invoice shall be duly paid by me/us in South African currency without deduction, demand or set-off, to you. No amount may be deducted from invoices without your written authorisation. Payment for goods supplied shall be effected on the terms set out in the invoice and such terms shall not be varied without your written consent.
18. I/we agree that you may adjust prices at any time without notice, and that prices are those ruling at time of dispatch of the goods.
19. I/we agree that delivery dates and times provided by you are for indication only and that you shall not be liable for any damages whatsoever I/we may suffer as a result of any delay of the delivery of the goods.
20. I/we acknowledge that the goods supplied by you are sold "voetstoots", and without any warranties or representations whatsoever.
21. No relaxation or indulgence granted to the Buyer by the Supplier, at any time, shall be deemed to be a waiver of any of the Supplier's rights in terms hereof, and such relaxation or indulgence shall not be deemed as a novation of any of the terms and conditions set out herein, or create any estoppel against the Supplier.

Signature \_\_\_\_\_

## CESSION OF CLAIMS

22. I/We, the undersigned, separately and individually, jointly and severally, do hereby cede and assign as a pledge unto and in favour of Numill Marketing (Pty) Ltd (the creditor), all my/our right, title and interest in and to all debts which are now, or which may in the future become owing to me/us by any party or parties whomsoever from any cause of indebtedness howsoever arising, as security for the payment by me/us of all amounts which are now and which may from time to time in the future become owing by me/us to the creditor from any cause of indebtedness howsoever arising.
23. This cession and pledge shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation in the amount of my/our indebtedness to the creditor or even temporary extinction of such indebtedness, shall be irrevocable so long as there are any amounts owing by me/us to the creditor/ and shall continue to remain in force until such time as the creditor, collectively, in their discretion, has agreed in writing to cancel the same.
24. For the purpose of giving effect to the foregoing cession I/we hereby nominate, constitute and appoint the creditor to be my/our attorney and agent, in rem suam, with full authority for me/us and in my/our name or in its own name, to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with authority sign all documents on my/our behalf in my/our name in connection with the recovery of the said sums and to give acquittances and receipts for me/us.
25. I/We agree that on request by the creditor I/we shall be obliged to hand over to the creditor all books of account, contracts, invoices, documents and the like which it may require for the purpose of ascertaining the amounts due to me/us for the purpose of recovery of payment.
26. I/We shall be obliged to furnish the creditor with a schedule of all debts ("the debts") due to us by our debtors ("the debtors") upon demand. Without limiting the generality of the foregoing we undertake to make available to the creditor or its nominee, upon request, any of our records for the purposes of any legal proceedings instituted by the creditor or at its instance against any of the debtors.
27. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of the creditor hereunder, and the creditor shall at all times be deemed to have perfected its security in terms hereof.
28. Until such time as all or any of my/our debtors will have been notified of this cession, all sums of money which I/we will collect from the debtors shall be collected and received by me/us as agents for and on behalf of the creditor; provided that the creditor shall be entitled at any time upon written notice to us to terminate my/our mandate to collect all or any of such sums of money and that with effect from the termination of such mandate I/we will cease to collect or accept any payments on account of the debts in respect of which our mandate will have been terminated.
29. I/We shall be responsible for all costs, charges and expenses of whatsoever nature incurred by the creditor in or about or in connection with the recovery or realisation or attempted realisation of the debts and or the exercise by the creditor of any of its rights in terms of this cession and/or in securing the implementation of any of my/our obligations to the creditor hereunder.
30. The creditor shall not be obliged to bring any proceedings against any of the debtors or to take any other steps against the debtors and shall be at liberty to withdraw any proceedings instituted by the creditor against the debtors and be entitled generally to act or refrain from acting against any of the debtors as the creditor may in its sole and absolute discretion deem fit.
31. No variation or amendment of or waiver of any of the terms and/or conditions of this cession shall be of any force of effect unless reduced to writing and signed by the creditor.
32. Should the creditor cede its claims against me/us to any third party, then this deed of cession and pledge shall be deemed to have been given by me/us to such cessionaries, who shall be entitled to exercise all rights in terms of this deed of cession and pledge, as if such cessionaries were the creditor hereunder.
33. Any reference herein to the creditor shall include a reference to all the companies included in the definition of creditor, jointly and severally. The creditor collectively shall be entitled at any time or times hereafter to give notice of this cession to all or any of my/our debtors and to take such steps as they may deem fit to enforce this deed fit to enforce this deed of cession and pledge.
34. Should the creditor at any time collect from my/our debtors an amount which, after taking into account all the costs and expenses incurred by the creditor in connection with the recovery or attempted recovery of debts covered by this deed of cession and pledge, exceeds the full amount of my/our indebtedness to the creditor for the time being, the creditor shall be obliged, jointly and severally, to refund such excess to me/us without effecting the force and continuity of this cession as security for any indebtedness subsequently arising in favour of the creditor.

## DEED OF SURETYSHIP

35. I/We, the signatory/signatories to this agreement, bind myself/ourselves as surety and co-principal debtor in solidum for all amounts payable under this agreement howsoever arising.
36. I/We, the signatory/signatories to this agreement, hereby renounces the benefits of excussion and division and all other benefits and legal exceptions that could or might be raised by me/us in answer to any claim under this suretyship. This suretyship shall be fully enforceable against me/us regardless of any negligence or breach of contract on you part or the non-notification of any default, delay, omission or contractual breach.
37. I/We, the signatory/signatories to this agreement, shall not be released from any liability hereunder or from any obligations unless such release be in writing signed on behalf of Numill Marketing (Pty) Ltd by a duly authorised signatory.
38. No indulgence, latitude or extension of time that may be allowed by Numill Marketing (Pty) Ltd to me/us shall in any circumstances be deemed to be a waiver of rights and Numill Marketing (Pty) Ltd shall remain entitled to require strict and punctual compliance by me/us.

Signature \_\_\_\_\_