



CREDIT APPLICATION FORM

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INITIALS: _____

3. DETAILS OF PRINCIPALS (SOLE OWNERS/PARTNERS/DIRECTORS/TRUSTEES)			
SOUTH AFRICAN NATIONALS			
FULL NAME	ID NUMBER	HOME ADDRESS	CELLPHONE
FOREIGN NATIONALS			
FULL NAME	ID NUMBER	HOME ADDRESS	CELLPHONE

4. TRADE REFERENCES	
<small>(ONLY REFERENCES THAT ARE STILL TRADING AND RELEVANT TO THE MEAT INDUSTRY)</small>	
COMPANY (SUPPLIER) NAME	CONTACT NUMBER

5. CREDIT AND PAYMENT TERMS				
<small>(THESE CREDIT TERMS ARE NOT PART OF THE CONTRACT AND ARE FOR ASSESSMENT PURPOSES ONLY).</small>				
5.1. AMOUNT OF CREDIT REQUIRED				
5.2. ESTIMATED MONTHLY PURCHASES				
5.3. CREDIT TERMS (PLEASE TICK)	COD	7 DAYS	14 DAYS	
	OTHER CREDIT TERMS			
5.4. IF OTHER CREDIT TERMS, PLEASE SPECIFY				



SECTION 2 TERMS AND CONDITIONS OF SALE

The “**Debtor**” or its duly authorized agent hereby applies for credit facilities with **HH MEAT** and in consideration thereof the “**Debtor**” accepts the following terms and conditions:

1. **The Debtor** undertakes to make the **FULL PAYMENT** for all goods received from **HH MEAT** within the approved payment term granted, whether COD, 7 days, 14 days or other, after date of invoice.
2. If **the Debtor** fails to settle **HH MEAT’s** account timeously and in full, on or before the due date, the full amount owed by **the Debtor** becomes immediately due and payable, and **HH MEAT** is entitled to continue with the institution of legal proceedings against **the Debtor**, without notice, at its discretion, for the recovery of any amounts owed to **HH MEAT**.
3. **The Debtor** undertakes to pay all legal costs, as well as any collection commission payable, should it be necessary to institute legal proceedings against **the Debtor** for the recovery of any amounts **the Debtor** owe **HH MEAT**.
4. **HH MEAT** will be entitled to charge interest on the full outstanding balance at a **rate of 2% per month**, when the **principal debt becomes due and payable** as provided in **paragraph 2** above.
5. **The Debtor** undertakes to notify **HH MEAT within 14 days of change of any addresses or contact details** of either the Debtor itself, or any of its Principals as set forth in Section 1, Clause 3.
6. **The Debtor** undertakes to notify **HH MEAT** at least **14 days prior** to handing over the business to new owners in case the Debtor’s **business is sold**.
7. **The Debtor** confirms that the debt did not arise directly or indirectly from a credit agreement as contemplated in the National Credit Act 34 of 2005.

8. **Any queries on the amount invoiced** shall be raised with **HH MEAT** in writing **within 7 (seven) days** from the date reflected on the invoice, where after the invoice shall be deemed to be correct.

9. **Any possible issues regarding the quality or quantity** of the goods delivered by HH MEAT to the Debtor must be **reported to HH MEAT** in writing **within 24 hours after delivery**, where after it shall be deemed that the Debtor accepted the quantity and quality of the goods delivered.

10. **No extension or indulgence** on the **payment terms** will be allowed unless otherwise stated by HH MEAT to the Debtor in writing.

11. The Debtor undertakes the responsibility to ensure **payment is made to the correct bank account:**

BANK	FIRST NATIONAL BANK
ACCOUNT NAME	HH MEAT
ACCOUNT NUMBER	629 2072 4574
BRANCH CODE	250 665
REFERENCE NUMBER	Business Trading Name or Account Code

ACCEPTANCE OF SURETYSHIP

I, the undersigned, _____(ID nr:_____)

hereby bind myself as Surety and Co-Principal Debtor to

THE MEAT FACTORY (PTY) LTD T/A HH MEAT FACTORY (“the DEBTOR”)

for the due and proper fulfilment of all the obligations of, and for the punctual payment of all sums which are or may become due by “**THE DEBTOR**”. I renounce the benefits of excussion, division and cession of action and confirm to understand the meaning of such benefits and the effect of his or her renunciation thereof.

I bind myself irrevocably to the terms and conditions set out in this agreement.

SIGNATURE: _____

WITNESS 1

WITNESS 2

NAME: _____

NAME: _____

ID NUMBER: _____

ID NUMBER: _____

SIGNATURE: _____

SIGNATURE: _____

12. CONSENTS AND COMPLIANCE

12.1. As signatory/ies to this agreement, the Debtor and the Surety expressly consent to and authorise HH MEAT to collect, process and store the Debtor’s, the surety’s and any of the signatories personal information, as may be required in terms of POPIA, in order for HH MEAT to supply and deliver goods to the Debtor.

12.2. As signatory/ies to this agreement, the Debtor and Surety hereby grant their respective consent to HH MEAT to:

12.2.1. obtain and store any information relating to the Debtor’s and/or surety’s and any of the signatories payment history, payment behaviour, creditworthiness, indebtedness and whereabouts from any registered credit bureau and/or the Debtor’s trade references listed in section 1 of this application.

12.2.2. share this agreement with the registered credit bureau and/or the Debtor’s trade



INITIALS: _____

references (listed in section 1 of this application) should any of the aforesaid parties require proof of the Debtor and/or Surety's consent and authorisation granted to HH MEAT to obtain the information listed in Clause 12.2.1. of section 2 above.

13. PROTECTION AND SHARING OF DEBTOR'S INFORMATION

13.1. HH MEAT is committed and undertakes to protect the privacy and confidentiality of information provided as well as collected for this application.

13.2. HH MEAT undertakes not to share any of the Debtor and/or Surety's personal information (which the signatories agree excludes information on payment behaviour) with any unauthorised parties.

13.2.1. In the event of **the Debtor** being in breach of any of the terms and conditions of sale, the Debtor and Surety hereby expressly consent to and authorise **HH MEAT** to share any of the Debtor's and/or Surety's personal information obtained with relevant parties to resolve the dispute.

No variation of this agreement shall be of any force or effect unless it is in writing and signed by all parties to this agreement.

Signed at _____ on the _____ day of _____ 20__
before the undersigned witnesses by the DEBTOR or its duly authorized signatory who hereby warrants that he/she is authorized to sign on behalf of the DEBTOR by:

NAME: _____

DESIGNATION: _____

SIGNATURE: _____

WITNESS 1

WITNESS 2

NAME: _____

NAME: _____

ID NUMBER: _____

ID NUMBER: _____

SIGNATURE: _____

SIGNATURE: _____



INITIALS: _____

REQUIRED DOCUMENTS CHECKLIST

*CLEAR COPIES OF THE FOLLOWING DOCUMENTS ARE REQUIRED

<u>DOCUMENT</u>	<u>TICK</u>
COMPANY REGISTRATION DOCUMENTATION	
ID DOCUMENTS OF DIRECTORS/MEMBERS/PARTNERS/TRUSTEES	
VAT CERTIFICATE (IF APPLICABLE)	
COMPANY RESOLUTION (IF APPLICABLE)	
CONFIRMATION OF BANK ACCOUNT	