

Soil and More Reliance (Pty) Ltd trading as



P O BOX 512, KASSELSVLEI, 7533

SACKS CIRCLE, BELLVILLE SOUTH, BELLVILLE 7530

Tel: +27 (0)861 888 784 Fax: +27(0)86 7265 864 e-Mail: info@reliance.co.za

Co. Reg: 2008/002178/07 Vat: 4440246736

APPLICATION FOR CREDIT

1.1 Trading Name :
1.2 Company Name and form (Pty, cc or Trust) :
1.3 Physical Address :
1.4 Postal Address :
Code :
2. Full Name Address & ID no. of Owner/Partners/Directors/Trustee :
3.1 Person responsible for account payment :
Position :
3.2 Tel No : Fax no :
3.3 Vat No : Reg No :
3.4 Auditors Name, Address :
4.1 Product Required :
4.2 Maximum Credit limit required :
4.3 Bank : Branch :

Sign:

Account Name :	Account No :
4.4 Trade References:	
a) Name of Company:	Tel.
b) Name of Company:	Tel.
c) Name of Company:	Tel.

The undersigned person(s) (who guarantees his/her authority) confirms having read the standard conditions of trade, and accepts same. The amount reflected on the tax invoice of Soil & More Reliance(Pty) Ltd (t/a Reliance) be unconditionally due and payable within 30 days after the date of such invoice. Interest will be payable in terms of clause 22 of the standard conditions of trade. All deposits will be credited on receipt of proof of payment.

Signature & designation of authorized senior official:	
Name Printed:	Date:

Sign

STANDARD CONDITIONS OF TRADE:

The customer (applicant who applies for product and credit on the reverse side hereof) hereby makes application to utilize the product, open an account and take credit facilities with Soil & More Reliance (The Organization) on the terms and conditions specified hereinafter, which terms and conditions the customer agrees shall be binding upon it in respect of all transactions entered into between it and the Organization.

1. This is the only agreement between the Soil & More Reliance (the Organization) and the customer mentioned on the 'application for credit'. This agreement will be binding upon both parties once the Organization receives a signed copy hereof at its business address in Paarl and accepts the customer. A facsimile transmission hereof will be valid and binding on the party transmitting it.
2. The customer agrees that:
 - 2.1 This contract represents the entire agreement between the Customer and Soil & More Reliance and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of the Organization.
 - 2.2 that this contract is final and binding and is not subject to any suspensive or dissolutive conditions and any conflicting conditions stipulated by the Customer are expressly excluded.
3. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding.
4. The Customer warrants that the signatory on the reverse side has been duly authorized to contract on the Customer's behalf and the person(s) signing on behalf of the Customer warrants his/her authority.
5. The customer agrees that neither the Organization nor any of its employees will be liable for any negligent or innocent misrepresentation made to the customer.
6. It is the sole responsibility of the Customer to determine that the product ordered is suitable for the purposes of intended use.
7. The Customer hereby confirms that the product on the tax invoice issued, duly represents the product ordered by the Customer at the agreed price to the Customer and where the delivery has already taken place, that the product were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered.
8. The Organization will be entitled to invoice each delivery separately.
9. Delivery times given are estimates and are not binding on the Organization.
10. Under no circumstances will the Organization be liable for any consequential damages or for any delictual liability of any nature whatsoever.
11. Under no circumstances will the Organization be liable for any damage arising from any misuse or abuse of the product.
12. The customer hereby authorizes the Organization to obtain information regarding the creditworthiness of the Customer.
13. Any queries on invoices shall be raised by the Customer in writing within 14 days from the date of invoice, where after the invoice will be deemed to be correct.
14. The Customer agrees to pay the amount on the tax invoice without deductions or set off:
 - 14.1 In cash on order or,
 - 14.2 If the Customer is a credit approved customer, within 30 days from tax invoice date.
15. The Customer has no right to withhold payment for any product purchased.
16. Notwithstanding clause 14.2 above, the Organization reserves the right to at any time terminate any credit arrangement with the Customer.
17. Should the Customer breach any material term of this agreement, or be cited in any liquidation proceedings (for its own liquidation or judicial management, whether provisional or final) or pass a special resolution to be wound up voluntary (other than as part of a reconstruction or amalgamation) or enter into any compromise with its creditors, all amounts owing by the Customer to the Organization whether or not they are then due and payable shall thereupon immediately become due and payable in one sum.
18. The signatory hereby binds himself/herself in his/her personal capacity as co-debtor jointly and severally for the full amount due to the Organization and agrees that these Standard Conditions will apply mutandis to him/her and the person(s) signing on behalf of the customer warrants his/her authority. The signatory hereby renounces all benefits from the legal exceptions *non umeratae pecuniae, non causa debiti, revision of account and errors of calculation and no value received, de duobus vel pluribus, reis debendi, eneficium ordinis seu excussionis and beneficium divisionis*.

Sign

19. The customer agrees that interest shall be payable on any monies due by the Organization at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due, which will be 30 days from invoice date.

20. The customer will be liable to the Organization for all legal expenses on the attorney and own client scale of any attorney and counsel incurred by the Organization. The customer will also be liable for any tracing, collection or valuation fees incurred.

21. The invalidity of any part of this contract will not affect the validity of any other part.

Authorized Signature and designation: _____ **Date:** _____

Account payments must be made according to the following details:

Account Name	:	Soil & More Reliance (Pty) Ltd
Bank	:	ABSA (ACBB Medium Winelands)
Account No	:	407 175 3496
Branch Code	:	632-005

Please quote **INVOICE NUMBER** as reference and ensure that a copy of the deposit slip/proof of electronic payment is **faxed** to: 086 7265 864 or **e-mailed** to compostaccounts@reliance.co.za.

Sign