



CREDIT APPLICATION FORM

CUSTOMER INFORMATION

Business Type	Pty Ltd	CC	Partnership	Trust	Sole Owner	Other - specify

Customer Name ("the Customer")	Trading Name

ID Number / Registration Number	VAT Registration Number

Trading since:	Nature of Business

Physical Address	Delivery Address	Postal Address

	Name	Cell/Telephone	Email address
Contact person			
Financial person			

DIRECTORS / MEMBERS / TRUSTEES / SOLE PROPRIETORS ETC

	1	2	3
Full Name			
ID			
Cell			
Physical Address			

TRADE REFERENCES

	1	2	3
Name			
Contact Person			
Cell / Tell			
Approved Credit Limit			
Payment Terms			

OTHER DETAILS

Your Bank	Account Holder	Branch	Account Number

Accountant / Auditor	Contact Person	Contact number

CREDIT REQUIRED

Estimated monthly purchases from Empire	Your annual turnover – tick applicable box
	<div style="width: 45%; padding: 5px;">Below R2 million <input type="checkbox"/></div> <div style="width: 45%; padding: 5px;">Above R2 million <input type="checkbox"/></div>

ADDITIONAL DOCUMENTS REQUIRED

The following documents must accompany your application:

1. Certificate of incorporation (if a juristic person);
2. Certificate of change of name (if applicable);
3. Vat Registration Certificate;
4. Copies of ID documents of directors/members/trustees/sole proprietors etc;
5. Proof of banking details;
6. Resolution authorizing the signatory;
7. Suretyship agreement;
8. Letter on company letterhead authorizing Empire to request information from your trade references.

SIGNATURE

By signing this credit application, the signatory accepts that the Customer will be bound by the attached Standard Terms and Conditions.

Signed at	Date	Authorised Signature	Full Names in Print
Witness Signature		Witness Name in Print	

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. "Application" means these documents including the credit Application form, Standard Terms and Conditions, Suretyship and Resolution authorizing the signatory.
- 1.2. "Agreement" means the Application once the Application has been approved by Empire, with or without amendments.
- 1.3. "Authorized Person" means the person that was designated by way of the attached resolution to sign this application on behalf of the Customer.
- 1.4. "Customer Information" means those details as set out more specifically in the Customer Application Form.
- 1.5. "Goods" means product purchased from time to time by the Customer from Empire
- 1.6. "Empire" means Empirestate Trading (Pty) Ltd Registration number 2006/008299/07.

2. INTRODUCTION AND RECORDAL

- 2.1. The Application, together with the Standard Terms and Conditions and other relevant documentation will constitute the whole of the agreement between the Parties ("the Agreement")
- 2.2. To the extent that the national Credit Act, applies to this Agreement the parties record that the credit envisaged herein is incidental credit as referenced in Section 5(2)(a) of the National Credit Act.
- 2.3. The Customer hereby confirms that Empire shall be entitled to retain copies of the documentation provided and utilize such information when considering the application for incidental credit, including the IDs of Directors/Members/Trustees. Empire shall only utilize the information for the reasons stated herein. Furthermore, the Customer consents to the information being supplied by Empire to Empire's credit bureaus.

3. CREDIT FACILITIES

- 3.1. Empire retains the sole discretion to determine:
 - 3.1.1. Whether or not to open an account for the Customer,
 - 3.1.2. the nature and extent of credit facilities granted to the Customer,
 - 3.1.3. whether to decrease, increase or cancel the credit limit or terms.
- 3.2. Empire shall, where the Customer has breached any provision of this Agreement and failed to remedy such breach within 10(ten) days after receipt of written notice calling upon him to do so, be entitled to withdraw or cancel the credit limit and suspend the account of the Customer whereafter all outstanding monies will become due and payable immediately. Outstanding amounts will at Empire's discretion attract interest at 5% above prime.

4. PRICE AND PAYMENT

- 4.1. The price of the Goods, as displayed in store or online, alternatively (if applicable) reflected on the Empire's quotation shall be the amount for which the Customer remains liable to Empire.
- 4.2. Empire reserves the right, for any reason and without notice to the Customer, to change the price of any Goods and/or services from time to time.
- 4.3. Empire will send periodic statements to the Customer reflecting the total outstanding balance on the account. **Unless the Customer objects to the correctness of an entry on any statement, delivery note and/or invoice within 30 (thirty) days of the date of dispatch of such statement and/or invoice, the Customer shall be deemed to have accepted that all such entries are correct and that it does not dispute same.**
- 4.4. No discount or rebate granted to the Customer shall be binding on Empire unless a director of Empire has agreed to such discount or rebate in writing.
- 4.5. If the Customer fails to make payment in terms of this Agreement, Empire reserves the right to list the Customer as a defaulter and/or list the Customer with the various credit bureaus.

5. ORDERS

- 5.1. Where Empire receives any instruction or order in terms hereof, Empire shall be entitled to assume for all purposes that such instruction is properly and duly given on behalf of the Customer and to act thereon and Empire shall not be liable for any loss or damage suffered by the Customer.

6. DELIVERY

- 6.1. Unless arrangements have been made to the contrary, delivery of Goods purchased by the Customer shall occur when:
 - 6.1.1. Collected by the Customer from Empire's address,

- 6.1.2. Delivered to the Customer at the Customer's Delivery Address

- 6.2. All risk shall pass to the Customer on delivery of Goods.
- 6.3. It shall always be the responsibility of the Customer to ensure that it has examined all Goods prior to or at the time of delivery, to satisfy itself as to:
 - 6.3.1. the type, quality and quantity of the Goods delivered; and
 - 6.3.2. that the Goods conform to the Customers' requirements.
- 6.4. The person signing the delivery note shall be deemed to have the necessary authority to represent the Customer. Such signature shall constitute prima facie proof that:
 - 6.4.1. the Customer was given the opportunity to examine the Goods.
 - 6.4.2. the correct quantity of the Goods has been delivered and complied with the order placed by the Customer.

7. RISK AND RESERVATION OF OWNERSHIP

- 7.1. Notwithstanding that all risk in and to all Goods sold by Empire to the Customer shall pass on delivery of the Goods, ownership in all the Goods sold and delivered shall remain vested in Empire until the full purchase price of the Goods has been paid.

8. RETURNED GOODS

- 8.1. The Customer may return defective Goods for replacement or refund provided:
 - 8.1.1. It is done within one week of delivery and was kept in a place safe from extreme heat, insects, and vermin.
 - 8.1.2. In the same condition and packaging as when delivered.

9. GENERAL

- 9.1. These Standard Terms and Conditions and all modifications and amendments thereto, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 9.2. No extension of time or any other relaxation or indulgence granted by Empire to the Customer shall be deemed to constitute a waiver by Empire of any of its rights in terms of this Agreement, or novation of any of these Standard Terms and Conditions.
- 9.3. Should any term or provision of this Agreement be found to be unlawful, unenforceable or contra bona mores, the parties agree that in so far as it is possible such term or provision shall be removed from this Agreement. The remainder of these Standard Terms and Conditions as set out herein shall remain valid, binding and of full force and effect upon the parties.
- 9.4. The Customer warrants that the information which it has inserted into this Agreement is true and correct. The Customer undertakes to provide Empire with such additional information as necessary when circumstances change, to ensure that Empire is always provided with accurate information concerning the Customer.

10. NOMINATED ADDRESS

- 10.1. Empire nominates its registered address Unit 2 Platinum Close, Corporate Park South, Midrand, 1683, as the address at which it will accept service of all notices, pleadings, and correspondence in respect of this Agreement. Alternatively, the email gwest@empirenuts.co.za may be used.
- 10.2. The Customer nominates the address as provided in the Application, as the address at which it will accept service of all notices, pleadings, and correspondence including compliance with Section 129 and 130 of the Credit Act. Alternatively, the email address provided in the Application may be used.

11. CUSTOMER DECLARATION

- 11.1. The Customer hereby:
 - 11.1.1. Undertakes to notify Empire within one month in writing of changes to the details contained in this Application
 - 11.1.2. Acknowledges that Empire is entitled to cancel or vary the terms of this Agreement. In the event of a variation of the terms of this Agreement, the Customer will be informed of such variation in writing and the Customer should indicate its acceptance to the variation of the terms of the Agreement and, if not, will be deemed to have accepted the variation to the Agreement by continuing to purchase Goods from Empire after the notice to vary the terms of the Agreement was sent to the Customer
 - 11.1.3. Undertake to procure that the suretyship or cession of debtor's agreement annexed hereto (if applicable) is executed by a guarantor (being a director or shareholder of the Customer or such other person as approved by Empire).

SURETYSHIP AGREEMENT

1. I/We do hereby bind myself/ourselves jointly and severally as sureties and co-principal debtors in solidum ("Guarantors") with the Customer (hereinafter referred to as "the Principal Debtor") unto and in favour of Empirestate Trading (Pty) Ltd (hereinafter referred to as "Empire") or its successors in title or assigns, for the due and punctual payment of all amounts of whatsoever nature, and for the due performance of any and all obligations, whether past, present or future, which may be due, owing and payable by the Principal Debtor to Empire from whatsoever cause, and howsoever arising.
2. Empire shall be entitled, in its sole and absolute discretion, without my/our prior knowledge or consent, and without releasing me/us from my/our liability hereunder:
 - 2.1. to institute such proceedings or take such steps as it may deem fit against the Principal Debtor including the right to repossess any goods sold to the Principal Debtor and to deal therewith or sell same in such manner, at such price and on such terms as Empire in its sole discretion may decide, in which event the selling price shall be deemed to be the true market value of the goods sold;
 - 2.2. to compromise with or make other arrangements with the Principal Debtor and/or Guarantors.
 - 2.3. to grant any leniency, indulgence, or extensions of times to the Principal Debtor or vary any agreement, undertaking and/or arrangement with the Principal Debtor in any manner whatsoever.
 - 2.4. to enter into agreements of cancellation with the Principal Debtor in respect of any existing or future arrangements and/or enter new arrangements and/or substitute new purchasers for the Principal Debtor; and
 - 2.5. to cede, assign and/or transfer any of its right, title and interest in and to any or all of its claims against the Principal Debtor which may come into existence, in its own discretion and on such cession my/our liability shall continue in favour of the cessionary for both the existing liability at the date of the cession and also in respect of any further liability incurred by the Principal Debtor with the cessionary arising from any cause whatsoever.
3. In all the events described above, my/our liability shall be a principal and primary obligation (and not an accessory obligation) with that of the Principal Debtor.
4. I/We hereby indemnify and hold Empire harmless against any loss or damage which it may sustain for any reason whatsoever, irrespective of the validity and/or enforceability and/or cause/s of the claim/s against the Principal Debtor.
5. I/We hereby waive and renounce the exceptions and/or benefits of "excussio", "divisio", "cessio in action", "errore calculi", "non numeratae pecuniae", "revisio of accounts" and "de duobus vel pluribus reis debendi" with the full force and effect of the meanings and renunciation whereof I/we acknowledge myself/ourselves to be acquainted with.
6. It is agreed and declared that all admissions or acknowledgements of indebtedness by the Principal Debtor shall be binding on me/us.
7. This Deed of Suretyship can only be terminated by the express written consent of Empire terminating this Deed of Suretyship.
8. In the event of insolvency, liquidation, assignment or compromise by the Principal Debtor, Empire shall be entitled to prove against the estate of the Principal Debtor the full amount of the indebtedness and/or to accept any offer of compromise, whether at common law or in terms of any statutory provision, without prejudice to its rights to recover from me/us to the full extent hereof any sum which may be owing by the Principal Debtor.
9. I/We hereby agree and consent that Empire shall be entitled, at its option, to institute any legal proceedings which may arise out of or in connection herewith in any Magistrate's Court having jurisdiction in respect of my/our person notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.
10. I/We acknowledge and agree that a certificate signed by a Director, Credit Manager or Administration Manager of Empire for the time being setting out the amount of my/our indebtedness hereunder shall be sufficient and satisfactory evidence and shall constitute prima facie proof per se of the amount of my/our indebtedness to Empire.
11. Empire shall be entitled, without discharging me/us from liability hereunder, to grant time or other indulgences to the Principal Debtor, and shall likewise be entitled to give such terms to and make such conditions with the Principal Debtor, as Empire shall think fit, and at all or any time or times, to alter, vary and revise the same or any part thereof, as Empire may consider advisable in its own interests, without reference to me/us, and Empire shall also be at liberty to take any such security/ies which it may think fit from the Principal Debtor, or the Guarantors or any other surety/ies and in its discretion to realise and discharge or otherwise deal with any such security/ies or any part thereof.
12. The terms and conditions of the Acknowledgment of Debt are incorporated by reference herein and shall form an integral part hereof in compliance with the provisions of the National Credit Act, 2005, to the extent to which it regulates credit guarantees.
13. I/We do hereby choose my/our domicilium citandi et executandi as set out below.

	Surety 1	Surety 2
Signed at		
Date		
Signature		
Full Names in print		
ID number		
Physical Address		
Tel/Cell no		
Email Address		
Witness Name		
Witness signature		

RESOLUTION

This is a certified extract from the minutes of a Meeting of Directors / Members / Partners / Trustees (Scratch out those that are not applicable) Of:

_____ (The Customer) Reg number: _____

held at _____ on the _____ day of _____ 20_____

It was resolved that the Customer may apply and enter into an agreement for a credit facility with Empirestate Trading and that the following person be authorized to sign all documents in this regard on behalf of the Customer:

Name: _____

ID Number: _____

Signature: _____

**Certified as true extract
Director/Member/Partner/
Trustee**

**Certified as true extract
Director/Member/Partner/
Trustee**

**Certified as true extract
Director/Member/Partner/
Trustee**

FOR OFFICE USE

CHECKLIST		
DOCUMENTATION	ATTACHED (Yes/No/N/A)	COMMENTS
Certificate of Incorporation		
Certificate of Change of Name		
VAT Certificate		
IDs of Directors		
Proof of Bank Account		
Resolution		
Suretyship		
Letter to contact		

APPROVAL		
	Approved	Comments
Credit Limit		
Payment Terms		
Price structure		
Discount Percentage		
Rep Code		

NATIONAL SALES MANAGER'S COMMENTS:

FINANCE COMMENTS:
