

Riverport Trading 67 (Pty) Ltd t/a Vassco Distributors

APPLICATION FORM

Please note that process can take up to 5 working days provided that all details are completed correctly and all relevant documentation is attached.

PART A – CUSTOMER INFORMATION

Registered Name: _____

Trading Name: _____

Public Company Private Company Close Corporation Partnership Sole Proprietor

Company's Registration No.: _____

Nature of Business/ Business Activities: _____

Company's VAT No.: _____

Details of Director/Member/ Proprietor

1.	Full Names:	I.D.:
	Physical Address:	Tel. (H):
		Tel. (W):
		Cell:
		E-mail:
2.	Full Names:	I.D.:
	Physical Address:	Tel. (H):
		Tel. (W):
		Cell:
		E-mail:
3.	Full Names:	I.D.:
	Physical Address:	Tel. (H):
		Tel. (W):
		Cell:
		E-mail:
4.	Full Names:	I.D.:
	Physical Address:	Tel. (H):
		Tel. (W):
		Cell:
		E-mail:

Initials: _____

ALL MEMBERS MUST INITIAL EACH PAGE

Registered Address of Business: _____

_____ Code: _____

Business Tel. No.: _____ Business E-Mail: _____

Delivery Address: _____

_____ Code: _____

NB: Copies of the following documents must be submitted:

VAT Certificate Company Documents Copies of ID's Liquor License

Trade References

Company Name	Contact Number	E-mail Address

Contact Information

Buyer/ Manager Name	Cell Number	E-mail Address

Contact Person for Specials/ Promotions	WhatsApp Number	E-mail Address

Person Responsible for Account

Contact Person	Cell Number	E-mail Address

Type of Account (please select one of the following)

COD (Either **cash** or **proof of payment** given on delivery)

EFT (Payment day is **weekly** on a **TUESDAY** for **all** purchases made Monday to Saturday)

Weekly credit limit applied for: **R** _____

Initials: _____

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DEED OF SURETYSHIP

1. I/we the signatories as reflected on this application do hereby bind myself/ourselves jointly and severally as sureties and co-principal debtors in solidum for all amounts which are now or might in future become payable by the customer to VASSCO or its cessionary in the event of a cession, in terms of this agreement, arising out of or incidental to this agreement. No act of indulgence, relaxation or extension granted by VASSCO (including any act or accepting payment after due date or in accepting a lesser sum to the amount due) shall prejudice or affect VASSCO's rights in terms hereof, and if any action by VASSCO results in a novation of any debt or liability arising out of, or from this document and I/we undertake and agree to be similarly bound as surety(ies) and co-principal debtor(s) in favour of VASSCO of such novated debt or liability. This surety is unlimited.
2. This suretyship shall remain in force as continuing covering security until such time as all the obligations of the customer to VASSCO in terms of this agreement have been properly fulfilled.
3. I/we renounce the benefits of excussion, division, cession of the action, revision of accounts, no value received, and error in calculation, the full meaning and effect whereof I/we know and understand.
4. I/We have read and understood the terms and conditions of the Deed of Suretyship.
5. Undersigned accepts the Standard Conditions of Agreement and Deed of Suretyship.
6. The physical address appearing hereunder are my/our chosen domicilium citandi et executandi.
7. No amendment, variation or cancellation of this deed of suretyship shall be valid unless reduced to writing and signed by the parties hereto.
8. The sureties consent to the jurisdiction of the Magistrate's Court and will be liable for VASSCO's attorney and client costs in the event of legal action. VASSCO shall in its sole discretion be entitled to proceed in the High Court having jurisdiction.
9. **The undermentioned certifies that all information is correct and confirms that the terms and conditions of the agreement and the deed of suretyship have been read and understood and furthermore warrants that all blank spaces were filled in at the time of signature hereof.**

Surety(ies)

FULL NAMES OF SURETY(IES)	SIGNATURE OF SURETY(IES)	DATE	PHYSICAL ADDRESS OF SURETY(IES)

Witnesses

FULL NAMES	SIGNATURE	DATE	PHYSICAL ADDRESS

TERMS AND CONDITIONS OF CONTRACT

1. Terms

- 1.1 All goods will be delivered on a cash on delivery basis. In the event that the Customer does not effect payment of the cash amount due, on delivery, VASSCO shall be entitled to grant credit terms in its sole discretion.

2. Payment

- 2.1 The customer must ensure payment reaches VASSCO office within the agreed terms.
2.2 Any amount not paid by the Customer on due date shall bear interest at the rate of 15,5% per annum.
2.3 All payments received shall firstly be utilized for payment of interest and costs and thereafter in payment of capital.
2.4 The Customer has no right to withhold payment for any reason whatsoever.

3. Prices

- 3.1 The price of goods will be VASSCO official ruling price list at the date on which goods are delivered to the customer.

4. Jurisdiction

- 4.1 Either party shall at its election be entitled to bring any action or proceedings to enforce its right in terms of this agreement in the Magistrate Court, notwithstanding that any such action or proceedings may otherwise have been beyond the Jurisdiction of such Court for which purposes this clause shall constitute the consent contemplated in Section 45 of the Magistrate's Court Act No. 32 of 1944 or any statutory modifications or re-enactments thereof for the time being in force.
4.2 VASSCO shall have the right to institute any action in either the Magistrate's Court of the High Court at its sole discretion.

5. Cancellation

- 5.1 VASSCO has the right to cancel this agreement forthwith at any time without any prejudice to its rights.
5.2 Upon cancellation, all amounts owing to VASSCO by the customer becomes due and payable and VASSCO may take possession of any goods that are not paid for.
5.3 Any order is subject to cancellation by VASSCO due to force majeure from any cause beyond the control of VASSCO, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbances, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
5.4 Any order is subject to cancellation by VASSCO if the customer breaches any term of this contract or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the customer or any of its principals.

6. Ownership

- 6.1 All goods purchased shall remain the sole property of VASSCO and be subject to reservation of ownership until the purchase price is fully paid.

7. General

- 7.1 The customer agrees that:
- a) this contract represents the entire agreement between the customer and VASSCO 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 VASSCO;
 - b) that this agreement will govern all future contractual relationships between the parties;
 - c) is applicable to all existing debts between the parties;
 - d) this contract is final and binding and is not subject to any suspensive or resolutive conditions;

Initials: _____
ALL MEMBERS MUST INITIAL EACH PAGE

- 7.2 The customer warrants that the signatory has been duly authorized to contract on the customer's behalf.
- 7.3 The customer hereby confirms that the goods and services on the Tax Invoice issued duly represent the goods and services ordered by the customer at the price agreed to by the customer where delivery/performance has already taken place that the goods and services were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 7.4 VASSCO shall be entitled in its sole discretion to split the delivery/performance of the goods and services ordered in the quantities and on the dates it decides.
- 7.5 VASSCO shall be entitled to invoice each delivery/performance actually made separately.
- 7.6 To be valid claims must be supported by original Tax Invoice and the undamaged packaging of the goods, and must be submitted in writing to VASSCO within 7(seven) days.
- 7.7 Under no circumstances will VASSCO be liable for any consequential damages or for any delictual liability of any nature whatsoever or from whatsoever cause arising. The customer shall not have any claim for damages of whatsoever nature or from whatsoever cause arising.
- 7.8 The Customer shall be liable to VASSCO for all legal expenses, on the attorney-and-own client scale of an attorney and counsel, incurred by VASSCO in the event of:
 - a) any default by the customer;
 - b) any litigation in regard to the validity and enforceability of this agreement.
- 7.9 The customer agrees that no indulgence whatsoever by VASSCO will affect the terms of this agreement of any of the rights of VASSCO and such indulgence shall not constitute a waiver by VASSCO in respect of any of its rights herein. Under no circumstances will VASSCO be stopped from exercising any of its rights in terms of this contract.
- 7.10 Should the Customer at any stage change the form of legal entity or the name or ownership under which the account and credit facilities are being used, the Customer undertakes to notify VASSCO accordingly in writing by registered post within seven (7) days as from the date when the changes takes effect. The Customer furthermore indemnifies VASSCO against any loss or damage which may result from such change or from any failure on the Customer's part to notify VASSCO of such change.

8. Interpretation

- 8.1 The headings are for convenience and are not to be taken into account for the purpose of interpreting the contract.

THUS DATED and SIGNED at _____ (Place) on the _____ (Day & Month) of 20____ (Year)

FULL NAME/S OF DIRECTOR/ MEMBER/ PROPRIETOR

DIRECTOR/MEMBER/PROPRIETOR SIGNATURE
