



Normandien Farms (Pty) Ltd
Registration No. 2000/015374/07

P. O Box 13559, Cascades, 3202
Corner of Umlaas and Richmond Roads
Thornville, Kwa-Zulu Natal
South Africa

Trade Application

Normandien Farms (Pty) Limited

Purchaser	Legal Entity Name
Date	YYYY / MM / DD

The original completed Trade Application must be returned to Normandien Farms head office.

Trade Application
(Confidential)

All details will be treated in the strictest confidence and any trade terms granted pursuant to this Trade Application will be at the sole and absolute discretion on Normandien Farms and will be subject to the Terms and Conditions of the sale of which this Trade Application forms part ("the Terms and Conditions"). The Terms and Conditions and this trade application shall be read together as one document and the definitions in the Terms and Conditions shall accordingly apply to this Trade Application.

Application for new Trade Facility		Date	
Update of Records / Amendment		VAT Registration Number	
Registered Name of Trade Applicant			
Trading Name		Retail Group Affiliation (eg. Build It, Mica, Buco)	
Registration Number		VAT Registration No	
Nature of Business (Retail, Wholesale, Timber Merchant, Truss Manufacturer, Developer, Agent, Re-Manufacturer, Corporate)		Telephone Numbers	Facsimile Numbers
Email Address			
Website Address			
Postal Address & Code		Does the Trade Applicant rent its business premises?	
Registered address and chosen physical address to receive notices at (Domicilium)			
Physical trading address and code			
Payment Office address and code			
If renting provide the name and address and contact number of landlord/owner			
Provide name and contact details of the Trade Applicants purchasing department.		Provide name and contact details of the Trade Applicants person responsible for payment.	
What type of entity is the Trade Applicant? (i.e. Sole Proprietor, Individual/ Partnership/ Private Company/ Public Company/ Close Corporation/ Trust)		If sole proprietor/ Individual (1) Identity Number	If Partnership attach (1) certificate copy of partnership agreement (2) resolution and (3) Identity number of each Partner
If Close Corporation attach (1) CK 1 and/or CK 2 and/or (2) letterhead and (3) resolution	If Private Company attach (1) CM 1 (2) CM46 (3) all prior CM9 (4) letterhead (5) resolution	If Public Company attach (1) CM 1 (2) CM46 (3) all prior CM9 (4) letterhead (5) resolution	If Trust attach (1) trust deed (2) letter of authority (3) resolution
Name of holding company if applicable		If listed, at which securities exchange?	
Name/s of subsidiaries	Name/s of associate companies		

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Ownership/Management details of Trade Applicant: Provide (1) names (2) residential addresses (3) ID Number (4) shareholding/ Members Interest (where applicable) and (5) whether married in or out of community of property in respect of Sole Proprietor / Individual/ each Partner/ Director/ Member/ Trustee, as the case may be	1. Names	2. Residential Addresses	3. Id Numbers
4. Shareholding / Members interest	5. Marital Regime		
Has the Trade Applicant and/or its directors/ partners/ members, owner, trustees had previous dealing with Normandien Farms?		If yes, please give details	
Trade Applicant's estimated Monetary value (excl VAT) of monthly purchases			
Provide at least 3 trade references by name of organisation, contact person and telephone numbers	1.		
	2.		
	3.		
	4.		
	5.		
Has security been given to any 3 rd party by the trade applicant?		If yes, provide details such as mortgage bond, notarial bond, surety, bank guarantee, cession of book debts etc.	
Have moratoriums or offers of compromise ever been made to the creditors of the Trade Applicants business?		If yes, provide details	
Has Individual / Owner / any Partner / Member / Director / Shareholder / Trustee ever been declared insolvent?		If yes, provide details	
List of security to be provided by the Trade Applicant such as mortgage bond, notarial bond, surety, bank guarantee, cession of book debts etc.			
Required trade limit (incl VAT)			
Is the Trade Applicant a Legal Entity with an annual turnover of R 10 million or more?		Is the Trade Applicant a Legal Entity with an asset value R 1 million or more?	
Trade Terms if the Trade	30 days from date of statement	Other trade terms applicable or agreed.	
Trade Applicants auditors?		Contact person and contact details	
Date of financial year end		Attach set of latest audited financial statements	
If not available, attach management accounts		Name of Trade Applicants Bank	
Branch Name and Code		Account Name	
Account Number		Date account was opened	
Latest tax year assessment			

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NORMANDIEN FARMS

TERMS AND CONDITIONS OF SALE

("The/these Terms and Conditions")

The Terms and Conditions contained herein shall apply to and be incorporated in all contracts and documents between the Parties

1. DEFINITIONS

- 1.1 "the/these Terms and Conditions" shall mean the Terms and Conditions of Sale contained herein, incorporating the Trade Application and each Contract concluded between the Purchaser and Normandien Farms.
- 1.2 "Acceptance of Order" shall mean the acceptance by Normandien Farms of an order placed by the Purchaser for the supply of Goods or services;
- 1.3 "Business Day" shall mean any day other than a Saturday, Sunday or public holiday in the republic of South Africa;
- 1.4 "Normandien Farms" shall mean the entity referred to on the front cover of the Trade Application, being page 1 thereof;
- 1.5 "Contract" shall mean any contract duly concluded between the Parties for the purchase of Goods or Services by the Purchaser for Normandien Farms, whether arising out of an Acceptance Order or by way of Delivery Note issued by Normandien Farms to the Purchaser.
- 1.6 "Contract Documents" shall mean the Acceptance of Order and Delivery Note, each of which will be subject to the Terms and Conditions contained herein;
- 1.7 "Due Date" shall mean the date for payment by the Purchaser of the Price payable in respect of the Goods and/or Services as specified by Normandien Farms in a Contract.
- 1.8 "the Goods" shall mean any goods to be supplied by Normandien Farms to the Purchaser pursuant to a Contract on the Terms and Conditions.
- 1.9 "Large Purchaser" shall mean a Purchaser which is a legal entity with an asset value and/or annual turnover of R10 Million or more.
- 1.10 "Offer" shall mean an offer made by Normandien Farms to the Purchaser for the supply of Goods or Services on the terms and Conditions pursuant to a Request For Quote;
- 1.11 "Offer Notice" shall mean notice to the Purchaser of an Offer made to it by Normandien Farms;
- 1.12 "Order" shall mean an order placed by the Purchaser for the supply of Goods or Services on the Terms and Conditions;
- 1.13 "the Parties" shall mean Normandien Farms and the Purchaser, and "Party" shall mean any one of them as the context may indicate.
- 1.14 "the Purchaser" means any individual, sole proprietor, firm, partnership, close corporation, trust, co-op, joint venture, consortium or company, being the Trade Application, that concludes a Contract with Normandien Farms on the Terms and Conditions including any reference to "customer" in the Contract Documents.
- 1.15 "Request for Quote" shall mean a request by the Purchaser for a quotation for the supply of Goods or Services from Normandien Farms on the Terms and Conditions;
- 1.16 "the Services" means the services to be performed by Normandien Farms for the Purchaser pursuant to a Contract on the Terms and Conditions.
- 1.17 "Small Purchaser" shall mean a Purchaser which is an individual, sole proprietor or a legal entity with an asset value and/or annual turnover of less than R1 Million.
- 1.18 "Trade Application" shall mean the trade application of Normandien Farms completed by the Purchaser incorporated by reference herein and to which these Terms and Conditions apply.
- 1.19 "VAT" shall mean value-added tax levied in terms of the Value-Added Tax Act No. 89 of 1991, as amended.
- 1.20 Where any term is defined in a particular clause other than in this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in these Terms and Conditions.
- 1.21 The rule of construction that, in the event of ambiguity, a contract shall be interpreted against the Party responsible for the drafting thereof shall not apply in the interpretation of the Terms and Conditions.
- 1.22 An expression which denotes any gender includes the other gender, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.
- 1.23 Schedules, appendices or annexures to the Terms and Conditions shall be deemed to be incorporated in and form part of the Terms and Conditions.
- 1.24 Expressions defined in the Terms and Conditions shall bear the same meanings in schedules, appendices or annexures to the Terms and Conditions to the extent to which they do not themselves contain their own definitions.

2. INTRODUCTION

- 2.1 The Terms and Conditions shall apply to all and any Contract duly concluded by Normandien Farms and the Purchaser in terms of which Normandien Farms agrees to sell the Goods, and/or supply the Services irrespective of the circumstances under which the Contract arose and to the exclusion of any Terms and Conditions which the Purchaser may seek to make applicable and no alteration or variation of the Terms and Conditions shall be of any force or effect unless and until recorded in writing and signed by Normandien Farms and the Purchaser.
- 2.2 In the event that the Purchaser purchases Goods in excess of the trade limit granted under the Application Normandien Farms shall be under no obligation to inform the Purchaser thereof and the Purchaser shall in such event, remain liable for the full purchase price in respect of any Goods/Services that may have been purchased in excess of the trade limit. Nothing contained in this clause 2.2, shall however be construed as an authorization by Normandien Farms to increase the Purchaser's trade limit granted in terms of the Trade Application.
- 2.3 The Purchaser acknowledges that it is aware that Normandien Farms's dealers and sales persons have no authority to vary the Terms and Conditions and Normandien Farms assumes no liability and shall not be bound by any statements, warranties or representations made by such dealer and/or sales persons save as expressly stated in writing and signed by a manager or director of Normandien Farms duly authorized.
- 2.4 The trade limit and any trade terms granted pursuant to the Trade Application by Normandien Farms shall be capable of review by Normandien Farms, at its option, from time to time. The trade terms do not constitute a guarantee of supply of Goods and/or the Services to the Purchaser. Continued supply of Goods and Services will always be in the sole and absolute discretion of Normandien Farms.

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3. ORDERS

- 3.1 The Purchaser may from time to time place an Order with or make a Request for Quote in respect of the Goods and/or Services from Normandien Farms.
- 3.2 Normandien Farms shall have the right in its sole discretion not to accept an Order or make an Offer if a trade Application has not been completed by the Purchaser.
- 3.3 Acceptance of an Order or the making of an Offer shall at all times remain in the sole and absolute discretion of Normandien Farms and always subject to the Terms and Conditions and the availability of raw materials.

4. CONCLUSION OF CONTRACT

- 4.1 The acceptance of an Order by Normandien Farms shall occur either upon the issue by Normandien Farms to the Purchaser of an Acceptance of Order or alternatively shall be deemed to occur upon delivery of the relevant Goods as evidenced by a Delivery Note.
- 4.2 Normandien Farms shall be entitled to recover from the Purchaser which hereby indemnifies Normandien Farms against any extra costs incurred by Normandien Farms due, directly, to the Purchaser: (i) altering the order (ii) failing or delaying to give full particulars needed by Normandien Farms (iii) otherwise delaying the order process.
- 4.3 Normandien Farms shall have the right at any stage to demand that the Purchaser provides adequate security acceptable to Normandien Farms for the fulfillment of its obligations in terms of the Terms and Conditions.
- 4.4 In the event of such security no being furnished within a period of 7 (seven) days of the demand therefore Normandien Farms shall be entitled to cancel any particular Contract forming parts of the Terms and Conditions.
- 4.5 Goods, whether in pieces or bundles, shall be sold by cubic meters (volume) only. Orders placed must reflect this accordingly.
- 4.6 Notwithstanding the placement of and Order or the making of a Request for Quote by the Purchaser, a Contract shall only come into existence when:
- 4.6.1 The Order is accepted by Normandien Farms by way of an Acceptance of Order; or
- 4.6.2 by way of delivery by Normandien Farms as evidenced by a Delivery Note.
- 4.7 Notwithstanding anything to the contrary herein contained Normandien Farms shall have the right, despite acceptance by it of any Order to cancel a Contract for any reason whatsoever at any time prior to delivery of the Goods and/or supply of the Services, in which case Normandien Farms's liability shall be limited to a refund of any amounts which have been paid by the Purchaser on account on the Purchase Price in respect thereof and the Purchaser hereby indemnifies Normandien Farms accordingly.

5. PAYMENT OF PURCHASE PRICE AND OTHER COSTS

- 5.1 Subject to 5.2, the Purchase Price payable by the Purchaser for the Goods and/or Services shall be the price stated in the Acceptance of Order or Delivery Note, as the case may be, unless otherwise agreed in writing ("the Purchase Price").
- 5.2 Normandien Farms shall have the right to change the Purchase Price at any stage and shall notify the Purchaser of such change in writing. The Purchaser shall, pursuant to such change in the Purchase Price, have the right to cancel any Contract provided that such cancellation is effected in writing within 14 (fourteen) days of such advice of change of Purchase Price. If the Purchaser fails to give such notice, the changed Purchase Price shall be binding on the Purchaser.
- 5.3 Normandien Farms shall issue the Purchaser with a tax invoice pursuant to the delivery of any Goods and/or supply of Services and unless otherwise agreed by Normandien Farms in writing the full Purchase Price shall be paid by the Purchaser to Normandien Farms in full cash on Due Date.
- 5.4 Should the Purchaser fail to make any payment on Due date then all amounts owing by the Purchaser to Normandien Farms from whatsoever cause, whether or not the date of payment thereof has arrived, will immediately become due and payable by the Purchaser. In addition, to the extent that it is a Large Purchaser which has been granted any discounts by Normandien Farms, such Large Purchaser shall immediately forfeit all such discounts of whatsoever nature so granted by Normandien Farms.
- 5.5 Any amount not paid on Due Date by a Large Purchaser shall bear *mora* interest at the legal rate of 15,5% per annum from date of default until settled in full. It is specifically understood that this interest is NOT in consideration of credit terms as envisaged by the National Credit Act but in respect of the consequence of defaulting in payment terms.
- 5.6 The Purchase Price shall be paid directly to Normandien Farms or at such other place as Normandien Farms may in writing nominate in South African currency and without any deduction or set off.
- 5.7 Prices do not include Value Added Tax, or any similar tax that may subsequently be imposed. The Purchaser shall be liable to pay such tax (as) simultaneously with and in addition to the price at which the Goods and/or Services are sold.
- 5.8 In all cases where the purchaser uses a postal, banking, electronic or similar method, or service to effect payment, the supplier of such method or service shall be deemed to be the agent of the Purchaser.
- 5.9 To the extent that an Order has been accepted by Normandien Farms prior to delivery of Goods and the Purchaser fails to take delivery of such Goods, Normandien Farms shall in addition to its rights referred to in clause 11 be entitled to change the purchaser to delivery costs incurred by Normandien Farms in respect of the Goods as notified to the Purchaser, which shall be payable within the relevant period stipulated in such notification.
- 5.10 The Purchaser will be liable for payment of the costs of providing specialized cutting dies and stereotypes utilized by Normandien Farms in the production of Goods at the usual or prevailing rate changed by Normandien Farms from time to times.
- 5.11 Any delay by the Purchaser in any payment for Goods delivered and/or Services supplied shall, without limiting Normandien Farms' rights to claim damages, entitle Normandien Farms to interrupt further deliveries or supplies. Any such delay shall furthermore entitle Normandien Farms to demand immediate payment for all amounts due to Normandien Farms. The Purchaser shall not be entitled to delay nor withhold payment under any open account pending settlement of any claim or dispute nor shall the Purchaser be entitle to claim any set off or deduction whatsoever.
- 5.12 Normandien Farms shall be entitled, at its sole discretion, to appropriate any payment made by the Purchaser to it towards reduction of any indebtedness to it including any more interest due to it, or to the extent that the Purchaser is a Large Purchaser, any interest due to it, in terms of clause 5.5.
- 5.13 The amount of the indebtedness of the Purchaser to Normandien Farms at any time (including interest where applicable) shall be determined prima facie proven by a certificate issued under the signature or any one of Normandien Farms' managers, whose office need not be proved. Such certificate shall be binding upon the Purchaser and shall be prima facie proof of the amount of the Purchaser's indebtedness to Normandien Farms and shall be valid as a liquid document in any competent Court for the purpose of obtaining summary judgment against the Purchaser and such certificate shall be deemed to be sufficient particularity for the purposes of pleading or trail I any action instituted against the Purchaser.

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6. DELIVERY

- 6.1 The estimated time and delivery date of Goods and Services as set out in any Acceptance of Order is approximate only. Normandien Farms shall not be bound by it, but will make reasonable efforts to ensure delivery within the stipulated period failing which the Purchaser shall have no claim against Normandien Farms arising there from.
- 6.2 If no delivery date is specified Normandien Farms undertakes to deliver the Goods immediately when it becomes convenient to Normandien Farms to do so.
- 6.3 The time of delivery shall not be of the essence.
- 6.4 The Purchaser shall not be entitled to return any of the Goods for any reason whatsoever without first obtaining Normandien Farms' prior written consent.
- 6.5 Should the Purchaser request Normandien Farms to withhold or postpone delivery and in the event of Normandien Farms agreeing thereto, then Normandien Farms shall be entitled to charge and the purchaser undertakes to pay, storage charges to Normandien Farms at the rate per m3 per week calculated on the chargeable mass of such Goods as determined by Normandien Farms.
- 6.6 The risk in and to the Goods purchased shall pass to the Purchaser upon delivery which shall be construed to have been effected as follows:
- 6.6.1 In the case of delivery by rail, upon delivery to the Transnet Freight Rail authorities, even if the cost of rail age is paid or prepaid by Normandien Farms, it being understood that in all cases Transnet Freight Rail shall be deemed to be the Purchaser's agent;
- 6.6.2 In the case of deliveries by ships, upon delivery to the relevant Portnet authority, it being understood that in all cases they said Portnet authority shall be deemed to be the Purchaser's agent;
- 6.6.3 In the case of deliveries by roads, either to the Purchaser or onward transporting authoring authority in vehicles other than Normandien Farms vehicles, upon completion of loading of each respective road vehicle, it being understood in all cases that such carrier shall be deemed to be the agent of the Purchaser.
- 6.6.4 In the case of deliveries by roads where Normandien Farms' vehicles (i.e. Where Normandien Farms uses its own vehicles or employs the services of a transporter) are utilised, upon delivery of the Goods within normal business hours at the Purchaser's place of business.
- 6.6.5 Notwithstanding any other terms or conditioning herein contained, no carrier shall be obliged to enter the premises of the Purchaser to enable offloading to be effected, it being understood that should any such vehicle enter the Purchaser's premises, then and in that event Normandien Farms and/or its servants and/or agents shall accept no liability for any damage or loss of any nature whatsoever occasioned to the Purchaser or any third party arising in any way from such entry or the exiting of such vehicle or from the off-loading thereof, or from any negligent act or omission of Normandien Farms and/or Normandien Farms' employees and or Normandien Farms' agents during the course of entering, exiting or off-loading and the Purchaser hereby indemnifies and holds Normandien Farms harmless against liability for such damage or loss.

7. WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 Normandien Farms does not give any warranty against defects, be they patent or latent and shall accordingly not be liable for any defects in and to the Goods, whether latent or patent, nor does Normandien Farms give any warranties or guarantees of any other nature or make any representations whatsoever in respect of Goods or services or in respect of fitness of any particular purpose (whether or not that particular purpose is implied or could be deemed to be known to Normandien Farms) other than any warranty or guarantee that may have been expressly given in writing. Normandien Farms shall be deemed to be unaware of the particular purpose for which the Goods or any product made therefore is required.
- 7.2 Before cutting ,treating or in any way processing the Goods supplied against an order, the purchaser acknowledges that it/he must satisfy itself/himself that the Goods supplied are suitable for the purpose for which they are to be used, and are free from any defects of whatsoever nature, and the Purchaser hereby indemnifies Normandien Farms against any claim brought against Normandien Farms by any third party arising out of unsuitability of the Goods for any particular purpose whatsoever or in respect of any defects in and to the Goods, in Accordance with clause 7.1.
- 7.3 Normandien Farms shall not be liable to the Purchaser or any third party under any circumstances whatsoever for any damages, including, without limitation, loss of profit or other special damages or any indirect or consequential damages arising out of any breach by it or any of its obligations under the Terms and Conditions or any act of negligence or omission on the part of Normandien Farms and/or its employees or for any other reason whatsoever and/or any Contract.
- 7.4 All descriptions, illustrations, drawings, dimension or weights forming part of quotation, catalogues, advertisements and the like are given in good faith and shall be taken to be approximate and not binding as to the contents thereof and will not form part of any Contract.

8. CLAIMS

- 8.1 Notwithstanding the provisions of clause 7.1 and subject to the limitation of liability contained in clause 8.3, should the Purchaser allege that the Goods were defective at the date of delivery and Normandien Farms decides in its sole discretion to consider the Purchaser's claim in this regard, or should the Purchaser allege that the Goods were not delivered in accordance with the terms of relevant Acceptance of Order by reason of any error or defect in the quality, condition or description of the Goods as ordered, the Purchaser shall, even if it is able to substantiate such allegations, have no claim whatever against Normandien Farms unless a complaint is received in writing by Normandien Farms within 7 (seven) days of the date of delivery and the relevant Goods are made available for Normandien Farms' inspection immediately upon request by Normandien Farms. Notwithstanding the aforesaid, to the extent that the Purchaser has used, changed, altered or in any way tampered with the goods during the 7 (seven) day period concerned, Normandien Farms shall not be liable in respect of any alleged claim of the Purchaser and the Purchaser hereby indemnifies Normandien Farms accordingly.
- 8.2 Normandien Farms accepts no liability in regard to alleged shortage in delivery unless written notice of the claim is received by Normandien Farms within 3 (three) days after the delivery and then all liability of Normandien Farms is limited by clause 8.3.
- 8.3 If any of the goods supplied by Normandien Farms are defective and Normandien Farms agrees in its sole discretion to consider the Purchaser's claim in this regard, Normandien Farms' liability shall be limited to the replacement or, at the option of Normandien Farms, the repair thereof but if Normandien Farms fails to either replace or repair the goods, the Purchaser's claim shall be limited to an amount no exceeding the Purchase Price of such Goods.
- 8.4 In circumstances where Goods delivered to the Purchaser are not in accordance with the terms of the Acceptance of Order as provided for in clause 8.1 and the Purchaser has notified Normandien Farms of its claim within the required period as provided for in clause 8.1 and the claim has been proven or admitted to by Normandien Farms, Normandien Farms' obligations shall be limited to the delivery of the Goods of the correct quality, condition or description as the case may be as set out in the relevant Acceptance of Order.

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9. RESERVATION OF OWNERSHIP
- 9.1 Ownership of the Goods delivered in terms of this Contract shall remain vested in Normandien Farms and shall not pass to the Purchaser until the Purchase Price Including VAT and all charges attributes to the goods have been paid by the Purchaser to Normandien Farms in Full
- 9.2 The Purchaser will ensure that the landlord/owner of the building rented by the Purchaser waives the rights of Hypothec (in writing) on all Goods supplied to the Purchaser shall provide Normandien Farms with a copy of such a waiver.
10. COPYRIGHT
- 10.1 Copyright and any other intellectual property rights in any/all drawings, tools, models, artworks, proofs and other designs produced by or for Normandien Farms for the purpose of manufacturing the Goods for the Purchaser will remain the property of Normandien Farms unless it is specifically recorded differently in a written agreement signed by both Normandien Farms and the Purchaser. To the extent necessary, the Purchaser hereby cedes and makes over such copyright and any other intellectual property rights of the Purchaser to Normandien Farms.
11. TERMINATION
- 11.1 Notwithstanding any to the contrary contained herein and with prejudice to any other rights which Normandien Farms may have, Normandien Farms may at any time:
- 11.1.1 terminate any Contract concluded in terms hereof by giving the Purchaser written notice to the effect that it is a breach of any provision of the Terms and Conditions, the Trade Application and/or any Contract, which notice of termination is without prejudice to its other rights in terms of the Terms and Conditions or in law including any right to claim damages, or to claim immediate specific performance of all the Purchaser's obligations under the Terms and Conditions, the Trade Application and/or any Contract, howsoever arising whether or not otherwise then due for performance, or to suspend the carrying out of Normandien Farms' then uncompleted obligations in respect of the Purchaser until payment is made which is entitled to do in circumstances of any breach contemplated above; or
- 11.1.2 give written notice of termination or changed to any trade terms granted to the Purchaser in terms of the Trade Application; or
- 11.1.3 give notice of termination with immediate effect of any Contract concluded in terms hereof if a notice pursuant to the provisions of clause 14 has been furnished by the Purchaser and a period of more than 2 (two) months has lapsed without the Purchaser being able to accept delivery or remove the interference;
- 11.1.4 give written notice of termination of any Contract concluded in terms hereof, with immediate effect if the Purchaser becomes insolvent or wound up or sequestrated or subject to any winding up procedure (whether provisionally or finally) or makes any arrangement with its creditors or if a receiver or administrator or equivalent is appointed of all or any of its assets or undertaking, or any reorganization takes place for the purpose of amalgamation or reconstruction.
12. NOTICES AND DOMICILIUM
- 12.1 The chosen physical address (domicilium citandi et executandi) for the purposes of all notices and service of legal documents shall be, in respect of the Purchaser, the address stated on the Trade Application.
- 12.2 Any written notice shall be delivered by prepaid registered post, telefax, email or by hand.
- 12.3 Notices delivered shall be deemed to have been received:
- 12.3.1 on the 5th (fifth) business day after posting, if delivered by prepaid registered post;
- 12.3.2 on the day of delivery or transmission, or delivered by hand or sent by telefax or email on a business day.
13. GOVERNING LAW AND JURISDICTION
- 13.1 The laws governing the Terms and Conditions and each Contract shall be the laws of the Republic of South Africa and to the extent that the Purchaser does not carry on business or have its registered office in South Africa the Purchaser consents to the Non-exclusive jurisdiction of the High Court of South Africa.
- 13.2 In terms of Section 45 of the Magistrates Court Act of 1944, the Purchaser hereby consents to the jurisdiction of the Magistrates Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Purchaser by Normandien Farms in terms of the Terms and Conditions and/or any Contract. It shall nevertheless be entirely within the discretion of Normandien Farms as to whether to proceed against the Purchaser in such Magistrates Court or any other court having jurisdiction.
- 13.3 In the event of the Purchaser committing any breach of any Contract and/or the Terms and Conditions or in the event of Normandien Farms being required to take any legal action, the Purchaser agrees and undertakes to pay Normandien Farms' legal costs as between attorney and own client including the collection commission, tracing fees, valuation charges, transport costs and other expenses in connection therewith.
14. FORCE MAJEURE
- 14.1 In the event of delivery by Normandien Farms or acceptance of delivery by the Purchaser being wholly or partially prevented or interfered with by any act of God, war, riot, strike, lock out, civil commotion, fire, drought, flood, interruption of transport, act of Government, destruction or damage of premises, plant or machinery, or any other causes, whether similar character or not, beyond the control of the Party affected, the following provisions have effect:
- 14.1.1 the Party affected shall give to the other Party immediate written notice of the cause preventing of interference with delivery or acceptance and the extent to which delivery or acceptance is prevented or interfered with and (if possible) the probable duration of the cause or prevention or interference;
- 14.1.2 during the continuance of the cause of prevention or interference, delivery of the unfulfilled portion of the Contract shall be suspended or, in the case of partial prevention or interference, reduced until the cause shall have ceased to operate;
- 14.1.3 Immediately when the cause of prevention of interference has ceased to operate, the Party concerned shall give written notice thereof to the other Party and as soon as practicable thereafter delivery shall be resumed in accordance with the terms of the Contract;
- 14.1.4 if a cause of prevention or interference shall continue for more than 2 (two) calendar months from the date of commencement of such prevention or interference wither Party may by notice in writing to the other to cancel that portion of the Contract affected by the delay;
- 14.1.5 the Purchaser, notwithstanding such notice, must accept Goods in transit at the time of any notice as aforesaid being given by the Purchaser.

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15. GENERAL

- 15.1 in the event that any Contract being concluded between Normandien Farms and a Purchaser providing for the delivery of Goods and/or the supply of Services, at various stages, then each delivery shall be deemed to be a separate and divisible Contract and the Terms and Conditions shall apply to each such delivery and/or supply, as the case may be, as if the same were the subject of any independent Contract. No dispute arising from any such one delivery or supply shall affect the balance of the Contract between Normandien Farms and the Purchaser or the rights and obligations of either Normandien Farms or the Purchaser from prior deliveries and/or instances of supply. Normandien Farms shall have the right to claim pro rata payment in respect of each consignment for Goods delivery or instance of Services rendered to the Purchaser.
- 15.2 To the extent that there is any conflict of any nature whatsoever between these Terms and Conditions and the conditions of any Contract, the provisions contained in the Contract shall prevail.
- 15.3 To the extent that there is any conflict of any nature whatsoever between the provisions of a tax invoice and a Contract, the provisions of the Contract should prevail.
- 15.4 Any obligation or action stated in the Terms and Conditions to be performed in writing, will be so performed if it is performed by means of any commercially recognized electronic method.
- 15.5 The Purchaser shall not be entitled to cede or assign any of its rights and obligations contemplated herein and the Purchaser shall immediately notify Normandien Farms, in writing, of any change in control of the Purchaser.
- 15.6 If the Purchaser has entered into any Service Level Agreement/s with Normandien Farms, to the extent that there is any conflict between the terms of such agreements and the terms of the Terms and Conditions, the terms of the Service level Agreement/s and /or Supply Agreement/s, as the case may be, shall prevail.
- 15.7 The Purchaser warrants and acknowledges that any person who signs the Terms and Conditions or any Acceptance of Order, or any Request for Quote or Delivery Note on behalf of the Purchaser is and will be deemed to be duly authorised by the Purchaser to sign the document concerned as referred to above, on its behalf and to bind the Purchaser to the terms thereof.
- 15.8 Each provision in the Terms and Conditions is severable from all others and if any provision, phrase, sentences, paragraphs and clauses shall nevertheless continue to be in full force.
- 15.9 The Terms and Conditions together with each Contract and Contract Document shall constitute the sole record of agreement between the Parties in relation to the subject matter hereof. No Party shall be bound by any express, tacit or implied term, representations, warranty, promise or the like not recorded therein. The Terms and Conditions supersede and replace all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
- 15.10 No addition to, variation, deletion, additions, amendment, novation or cancellation of any provision of the Terms and Conditions shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 15.11 No indulgence or extension of time which either Party may grant to the other shall constitute a waiver of, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.
- 15.12 without prejudice to any other provision of the Terms and Conditions, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee of any either Party, shall be bound by the Terms and Conditions.
- 15.13 All costs, charges and expenses of any nature whatsoever which may be incurred by Normandien Farms in enforcing its rights in terms of the Terms and Conditions, including without limiting the generality of the foregoing, legal costs on the scale as between attorney and own client, collection commission, tracing fees, irrespective of whether any action has been instituted, shall be recoverable from the Purchaser when such rights are successfully adjudicated and/or enforced.
- 15.14 The provisions of clauses 5.4 and 5.5 shall not apply to a Small Purchaser subject to the provisions of the National Credit Act and any other clauses of the Terms and Conditions which do not comply with the national Credit Act shall be excluded from operation to the extent that the Purchaser could be a "consumer" for the purposes of the National Credit Act.

Declaration

I / We, the undersigned, acting herein on behalf of:

(Full registered name and registration number of the Trade Applicant)

do hereby acknowledge, undertake and warrant that:
I am / We are duly authorised to complete this Trade Application on behalf of the Trade Applicant in accordance with the Resolution annexed hereto (Resolution to be annexed);
The information contained in this Trade Application is true and correct in every respect;
To the extent that any information contained herein changes at any stage I/We shall immediately advise Normandien Farms of any such change in writing; I/We are aware of and have read the Terms and Conditions which form part of this Trade Application which we understand and accept will form the basis on which the Trade Applicant will contract with Normandien Farms;
The Trade Applicant hereby acknowledges and agrees that:
Normandien Farms may carry out credit checks with any licensed credit bureau and credit grantors;
In the event of the trade account of the Trade Applicant going into default, any and all relevant details in terms of the Trade Applicant will be recorded with a Credit Bureau. Such recorded information may be used by other lenders in assessing further application for credit by the Trade Applicant;
The existence of this trade account may be recorded with any Credit Bureau. Details of how this trade account is conducted by the Trade Applicant may be recorded with the Credit Bureau and may be shared with credit grantors.

(Full name in print of authorised signatory)

(Signature of duly authorised signatory of Trade Applicant)

(Authorised signatory's designation)

(Date)

Example of Resolution

CERTIFIED EXTRACT FROM THE MINUTES OF A MEETING OF DIRECTORS / MEMBERS / PARTNERS / TRUSTEES
(please delete which is not applicable)

OF _____
(Full Registered Name of Business)

HELD

At _____ on this ____ day of _____ 20__.

It was resolved:

That:

(Full Name)

(ID number) _____ in his / her capacity as

_____ of the company / Close Corporation / Partnership / Trust, is hereby authorised and empowered to sign all the necessary documents INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- TRADE APPLICATION FORM
- SUPPLY AGREEMENTS / AMENDMENTS TO SUPPLY AGREEMENTS
- ORDERS
- POWER OF ATTORNEY TO BANK MANAGER AUTHORISED DEBIT ORDER

Pertaining to trade terms for and on behalf of Company / Close Corporation / Partnership / Trust.

(Authorised official who appointed above)

(Full Name)

(Designation)

(Date)

For internal office use of Normandien Farms (Pty) Ltd

Sales Representative		Name	
Estimated Monthly Volume (m3)		Possible Account Type	
GPS Latitude (30.88789)		GPS Longitude (-29.66788)	
Retail Group		Buying Group	
Trading Method (Direct/Head Office)		Industry in not on application	
Special Terms and Conditions agreed		Specify:	
Province	Quoted prices attached	Credit App signature and witnesses checked	
Notes on applicant trading premises and the general operation			
Credit Department			
Entity Type			
Original Trade Application Received		Each Page Initialled	
Singed by all parties		Resolution Attached and Signed	
Surety Attached and Signed		Amount Requested	
Terms		Date and Report Requested	
Credit Score		Bank Code Requested	
Bank Code Result		All Trade Application Details Verified	
Any judgements on file		Any RD cheques on file	
Trade References Follow-Up	1.		
	2.		
	3.		
Credit Comments to be Noted			
Authorisation	Credit Controller	Date	
		Special Terms and Conditions	
		Comments / Recommendations	
		Approved / Not Approved	
		Signature	
	Management	Date	
		Special Terms and Conditions	
		Comments / Recommendations	
		Approved / Not Approved	
		Signature	