



BUSINESS INFORMATION			
Full name of applicant			
Trading as			
Registration number			
Postal address			
Street address			
Telephone numbers			
Facsimile numbers			
Alternative contact numbers			
E-mail address:			
VAT Registration number			
Are the premises	Owned <input type="checkbox"/>	Rented <input type="checkbox"/>	Leased <input type="checkbox"/>
Landlord's name & address (if applicable)			
Landlord's telephone number			
Bond holder (if owned)			
Name of auditors			
Telephone number of auditors			
Type of business	Public Company (Ltd) <input type="checkbox"/>	Private Company (Pty) Ltd <input type="checkbox"/>	
	Close Corporation (CC) <input type="checkbox"/>	Partnership <input type="checkbox"/>	
	Sole Ownership <input type="checkbox"/>		
BANK DETAILS			
Bankers			
Branch			
Account number			
Branch Code			



Cytotype (Pty) Ltd. T.A. Mr Sauce
CREDIT APPLICATION



TRADE REFERENCES	
1.	Company name
	Contact person
	Telephone number
	Fax number
	Credit limit
2.	Company name
	Contact Person
	Telephone number
	Fax number
	Credit limit
3.	Company name
	Contact
	Telephone number
	Fax number
	Credit limited
NAMES & PARTICULARS OF DIRECTORS, SOLE PROPRIETOR, MEMBERS OR PARTNERS	
	Name
	Residential address
	Residential telephone number
	Alternative telephone number
	Identity number
	Shareholding %
	Name
	Residential address
	Residential telephone number
	Alternative telephone number
	Identity number
	Shareholding &
	Name
	Residential address
	Residential telephone number
	Alternative telephone number
	Identity number
	Shareholding %



Cytotype (Pty) Ltd. T.A. Mr Sauce
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ADDITIONAL INFORMATION

CREDIT LIMIT REQUIRED NB!!!	Must Be Completed!!	R
Method of payment	Cheque <input type="checkbox"/>	Electronic Funds Transfer <input type="checkbox"/>
	Direct Deposit <input type="checkbox"/>	Cash <input type="checkbox"/>

CONDITIONS OF SALE

I, _____ hereby warrant that I ; _____ duly authorised to apply for credit facilities on behalf of _____

I confirm that I have familiarised myself with the standard terms and conditions of sale of Cytotype (Pty) Ltd. T.A. Mr Sauce and with my signature hereto bind the company to such terms and conditions. I further agree that the terms of conditions shall apply to each and every transaction entered into between the relevant parties. I acknowledge that any goods supplied in terms of this agreement shall remain the property of Cytotype (Pty) Ltd. T.A. Mr Sauce until fully paid for.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20_____.

SIGNED : _____

FULL NAMES : _____

CAPACITY : _____

DATE : _____

WITNESS 1 : _____

WITNESS 2 : _____

FOR OFFICE USE ONLY

Directors Signature:	Credit limit approved: R
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Payment terms, Discount and other comments:



Cytype (Pty) Ltd. T.A. Mr Sauce
CREDIT APPLICATION



DEED OF SURETYSHIP

I/we the undersigned

(hereinafter referred to as "the SURETY/IES")

do hereby bind myself/ourselves as surety/sureties to and co-principal debtor(s) with

_____ (hereinafter referred to as "the DEBTOR")

for all of its obligations, of whatsoever nature and howsoever arising and whether already incurred or which may be incurred in the future, to

Cytype (Pty) Ltd. T.A. Mr Sauce
(hereinafter referred to as "Mr Sauce")

subject to the following terms and conditions.

1. Without limiting the generality of the foregoing, I/we bind myself/ourselves for:-
 - 1.1 the payment of all monies which are due or may become due and owing from time to time, whether as damages or otherwise, by the DEBTOR to Mr Sauce in terms of or arising out of the enforcement, breach or cancellation of any agreement between Mr Sauce and the DEBTOR, or the cancellation thereof by the DEBTOR's trustee or liquidator, whether provisional or final, pursuant to any power conferred by statute or order of Court;
 - 1.2 the payment of the charges and expenses of whatsoever nature including, without limitation, attorney and client legal costs and collection commission incurred by Mr Sauce in securing or endeavouring to secure the fulfilment by the DEBTOR of its obligations to Mr Sauce, whether or not I/we have knowledge or notice of any steps taken by Mr Sauce.

Initials



Cytype (Pty) Ltd. T.A. Mr Sauce
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2. Unless the context clearly indicates the contrary intention, words importing:
 - 2.1 any one gender shall include the other two genders;
 - 2.2 the singular shall include the plural and vice versa.
3. This suretyship shall be a continuing guarantee and the surety's liability hereunder shall not be affected by any reduction, change in or temporary extinction of the DEBTOR's obligations to Mr Sauce.
4. The SURETY is bound by the provisions of this Deed upon signature notwithstanding the failure of any other person to enter into similar undertakings.
5. Any leniency or extension of time granted to the DEBTOR by Mr Sauce, or any variation or alteration of the DEBTOR's obligations to Mr Sauce shall not be construed as a waiver of any of Mr Sauce rights or claims against the SURETY or as a novation of any obligation and shall not release the SURETY from liability under this Deed.
6. Mr Sauce may without references to the SURETY and without discharging, nullifying or affecting the SURETY's liability hereunder in any way:
 - 6.1 take any action against the DEBTOR that it deems fit;
 - 6.2 grant time or other indulgence to the DEBTOR;
 - 6.3 come to terms, enter into such arrangements or conclude any agreement, novation or compromise with the DEBTOR;
 - 6.4 from time to time alter, vary and revise any or all of the terms of the arrangements which it may have with the DEBTOR;
 - 6.5 at its discretion, release, abandon or otherwise deal with any security including any other guarantees held by it for the obligations of the DEBTOR;
 - 6.6 obtain any other security for the fulfillment of the obligations of the DEBTOR including additional suretyships, guarantees or securities, whether real or personal;
 - 6.7 take such action, legal or otherwise, against the DEBTOR arising out of or in connection with any agreement or arrangement including but without derogating from the generality of the foregoing, the cancellation of the agreement with the DEBTOR and the repossession of the goods sold, leased or supplied thereunder;
 - 6.8 exercise any rights which it may have in terms of any agreement with the DEBTOR.

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7. In the event of insolvency of the DEBTOR, or of the liquidation, judicial management or sequestration (whether provisional, final, compulsory or voluntary) of the DEBTOR, or a compromise between the DEBTOR and the DEBTOR's creditors, whether under the company law, the insolvency law at common law or any other law:
- 7.1 Mr Sauce may except any dividend or other payment which may be received from any other person in respect of the claims of Mr Sauce against the DEBTOR on account and in reduction of the DEBTOR's indebtedness without prejudice to its rights against the SURETY and such dividend or other payment shall be appropriated first to the payment of that part, if any, of the DEBTOR's indebtedness to Mr Sauce which is not covered by this suretyship;
- 7.2 Mr Sauce may accept any other securities, guarantees or suretyships arising out of such liquidation or judicial management or sequestration without prejudice to its rights against the SURETY;
- 7.3 Mr Sauce shall be entitled to accept any offer of compromise made by or on behalf of the DEBTOR without prejudice to its rights against the SURETY;
- 7.4 The SURETY binds itself not to lodge or prove any claims against the DEBTOR except with the prior written consent of Mr Sauce;
- 7.5 Mr Sauce shall be entitled, notwithstanding any payment received from the SURETY, to prove or claim against the estate of the DEBTOR for the full amount of the indebtedness of the DEBTOR at the date of insolvency, liquidation, compromise, sequestration or judicial management, as the case may be;
- 7.6 Mr Sauce shall be entitled to recover the full amount of the DEBTOR's indebtedness from the SURETY notwithstanding the fact that Mr Sauce is likely to be awarded a dividend from the DEBTOR or may receive any other payment in respect of its claims against the DEBTOR. If the full amount of the DEBTOR's indebtedness to Mr Sauce has been paid, the SURETY shall be entitled to a refund of such dividend or other payment upon its receipt by Mr Sauce.
- 8.1 All acknowledgements of indebtedness and admissions by the DEBTOR to Mr Sauce shall be binding on the SURETY.
- 8.2 A certificate by any director of Mr Sauce (whose appointment and authority need not be proved) as to any amount due and owing by the SURETY in terms of this Deed and that such amount is due and payable shall constitute prima facie proof of the matters therein stated for all purposes including, without limitation default judgement, summary judgment and provisional proceedings. Initials



Cytype (Pty) Ltd. T.A. Mr Sauce
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9. Mr Sauce shall be entitled to apply any money received from the DEBTOR or from the SURETY under this Deed to such indebtedness of the DEBTOR and in such a manner as it in its discretion deems fit and, in particular, to the payment of that part, if any, of the DEBTOR's indebtedness to Mr Sauce which is not covered by this suretyship or which represents a liability not recoverable in law.
10. Should Mr Sauce cede its claim against the DEBTOR to any third party, it may cede its rights against the SURETY under this Deed to such third party. This Deed shall then, at the option of Mr Sauce, be deemed to have been given by the SURETY to the Cessionary, who shall thereupon be entitled to exercise all rights in terms of this Deed as if such cessionary were Mr Sauces. This Deed shall apply to, cover and secure Mr Sauce successors in title, orders and assigns and any other security held by Mr Sauce for the due fulfillment by the SURETY of its obligations under this Deed.
11. The SURETY hereby renounces the benefits of the defences of order, excussion, division and cession of action and the exceptions non numeratae pecuniae, non causa debiti, revision of accounts and errore calculi. The SURETY acknowledges that it is acquainted with the full force and effect of these exceptions and defences.
12.
 - 12.1 The SURETY chooses as domicilium citandi et executandi for all purposes arising out of this Deed of Suretyship at the address listed beneath its signature.
 - 12.2 The SURETY shall give Mr Sauce two weeks notice in writing prior to any change in the SURETY's address and shall in such notice specify its new address which address shall not be a post office box or post restraint. Such change shall be applicable only upon Mr Sauces written acknowledgement of receipt of such notice. Should the SURETY fail to give valid notice, Mr Sauce shall be entitled forthwith to employ tracing agents to ascertain the SURETY's new address. The charges of such tracing agents shall be paid by the SURETY.
13. The SURETY consents to the jurisdiction of Magistrate's Court having jurisdiction in terms of Section 28 of the Act in respect of any action arising from this Deed which would otherwise be beyond the jurisdiction of the Magistrate's Court provided that Mr Sauce shall not be obliged to institute action in the Magistrate's Court.
14. The SURETY agrees to pay all costs incurred by Mr Sauce as a result of having to enforce this Deed including, without limitation, collection charges and legal costs on the scale as between attorney and client.

The SURETY undertakes to pay the costs of and incidental to the drawing and stamping of this Deed.

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- 15. This Deed constitutes the entire undertaking by the SURETY and no oral or collateral agreements, additions, variations, alterations, waivers, abandonments or cancellations shall be of any force or effect unless reduced to in writing and signed by both the SURETY and Mr Sauce. No relaxation or indulgence granted by Mr Sauce to the SURETY shall in any way prejudice Mr Sauces rights nor be construed as a waiver thereof.
- 16. As collateral security for the discharge of the obligations assumed by the SURETY hereunder, the SURETY hereby cedes, assigns and makes over to Mr Sauce all its right, title and interest in and to any amounts which may now or hereafter become owing by the DEBTOR to the SURETY from any cause of indebtedness whatsoever.
- 17. In the event that this Deed of Suretyship is executed by a company, close corporation or partnership, the signatory hereto warrants that he is duly authorised to sign the Deed and Suretyship and to bind the company, close corporation or partnership and that the company, close corporation or partnership is capable of executing this Deed of Suretyship. In the event that there is no authority for the signatory to sign the Deed of Suretyship or the company, close corporation or partnership is incapable of entering into the Deed of Suretyship then the signatory hereto acknowledges that he shall be personally bound hereunder as if he were the SURETY and shall be bound in terms of all of the terms and conditions hereof.

By my/our signature/s I/we acknowledge that this Deed of Suretyship is complete in all respects at the date of signature and that the witnesses are present at the signature hereof.

THUS DONE and SIGNED at _____ on the
day of _____ 20_____

SIGNED : _____

FULL NAMES : _____

CAPACITY : _____

DATE : _____

AS WITNESSES

1 . _____
Signature

2 . _____
Signature



Cytype (Pty) Ltd. T.A. Mr Sauce
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STANDARD TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed in writing, the following terms and conditions apply to all contracts for the sale of goods by us.

1. ACCEPTANCE OF ORDER

We shall not be bound to implement any order unless a written order is placed on us and we have accepted such order in writing, in the event of any conflict between the terms and conditions hereof any term and/or condition of purchaser's order, the terms and conditions hereof shall prevail, unless we specifically in writing have accepted the particular term and/or condition in question on the purchaser's order.

2. OWNERSHIP

Ownership of the goods will be and remain vested in us until such time as full payment has been made to us therefore. If requested by us, the purchaser shall forthwith upon delivery of the goods notify the landlord of the premises on which such goods are to be kept in writing of the provisions of this clause and shall within 3 (three) days of such delivery furnish us a written copy of such notification to the landlord.

3. RISK

The risk in and to the goods shall pass to the purchaser upon delivery to the purchaser or such agent or carrier as may be nominated by the purchaser, from which time of delivery the purchaser shall bear the sole risk and responsibility of and in connection with such goods.

4. CANCELLATION OF ORDER

Due to importation and other of costs incurred, the cancellation of an order is at all times subject to a 20% (twenty percent) handling fee payable by the purchaser.



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5. PAYMENT

5.1. Payment shall be made by the purchaser to us in full without any deduction or set off whatsoever within 30 (thirty) days from the date of the first statement after invoice date.

5.2. All overdue payments will bear interest at a rate equivalent to 3% (three percent) above the prime overdraft rate charged by our principal bankers from time to time, as certified by a manager of such bankers, whose authority it shall not be necessary to prove and whose certificate shall be conclusive proof of the contents thereof.

6. PRICES

Prices quoted exclude Value Added Tax, which the purchaser shall bear, and further exclude, unless otherwise stated by us in writing, all reasonable costs of any incidental to the packaging and the delivery, excess of a 20 (twenty) kilometer radius from our works, of such goods to the purchaser.

7. DELIVERY

While every effort will be made to meet the delivery date, under no circumstances will any liability arise on our part in respect of late delivery nor will the purchaser have any right to cancel any order as a result in any delay in delivery.

8. GUARANTEE

The goods are manufactured in accordance with ISO22000, product guarantees are strictly bound within these guidelines. Refer to points 3 and 11 for returns.



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9. NO CONSEQUENTIAL LOSS

Under no circumstances whatsoever shall we be liable otherwise than as contemplated in clause 6 for any direct, indirect or consequential loss or damage of whatsoever nature and howsoever arising.

10. DISPUTE

If any dispute in terms of product quality in nature arises we shall, in our sole discretion, have the right to refer the matter to arbitration by a registered food technologist. The arbitration shall be conducted in accordance with the Arbitration Laws applicable in South Africa from time to time.

11. RETURN OF GOODS

Return of goods for credit is at all times subject to our prior written consent, which we shall in our absolute discretion be entitled to withhold, and is conditional upon all return transportation costs being paid by the purchaser and further, to payment by the purchaser and further, to payment by the purchaser to us of a 20% (twenty percent) handling charge in respect of all items accepted for return by us.

12. JURISDICTION

We shall be entitled at our sole discretion to institute any legal proceedings which arise out of or in connection with the supply of goods as contemplated herein in any Magistrate's Court in the Republic of South Africa having jurisdiction in respect of the purchaser notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction as such Magistrate's Court and the purchaser consents thereto.

13. STORAGE

If for any reason whatsoever the purchaser does not accept delivery of goods within 7 (seven) days after the date on which they are ready for delivery, or within such period fails to collect goods or to provide us with forwarding instructions sufficiently enabling us to dispatch the goods, as the case may be, the purchaser shall be deemed to have taken delivery of the goods and we shall be entitled pending collection, receipt or forwarding instructions in respect thereof, as the case may be, from the customer to recover from the customer in addition to any other amounts which may be payable by the purchaser and without prejudice to any other rights which we may have at law, all reasonable costs incurred by us in respect of or in connection with the use of the goods.



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14. INDEMNITY

The purchaser indemnifies us at all times against all claims, loss or damages of whatsoever nature which we may suffer arising from the use by the purchaser or any person who subsequently acquires the goods from the purchaser or whom the purchaser allows to make us thereof, as the case may be, arising out of or in connection with the use or consumption of the goods.

15. DEFAULT

If for any reason, whatsoever payment is not made to us when due hereunder we shall have no liability whatsoever in respect of clause 7 and we shall be entitled, without prejudice to any other rights which may be available to us at law, to cancel all other orders which may have been placed on us as contemplated herein and accepted by us and the purchaser shall have no claim of whatsoever nature against us in respect of such cancellation.

16. WHOLE AGREEMENT

This agreement constitutes the entire contract between the parties and no representation or warranties are or have been made or given save as set out herein.

No amendment or consensual cancellation of this agreement or any provision hereof, and no extension of time, waiver or relaxation of any of the provisions of this agreement shall be binding on a party unless recorded in a written document signed by such party.

17. COSTS

If for any reason whatsoever legal action is instituted against the purchaser on our behalf, the purchaser undertakes to pay all legal costs incurred by us on an attorney and own client scale as well as collection commission.

18. GOVERNING LAW

The terms of and incidental to this agreement shall be construed by and governed in accordance with the laws of the Republic of South Africa.

19. NOWARRANTIES

Save as specifically set out herein no warranties nor representations are or have been made or given by us of whatsoever nature.