



Distell Limited: Co Reg No: 1963/001333/06 NLA Reg No: RG 213

Document 1

**Application to become a Customer**

THIS APPLICATION CONSISTS OF 3 THREE PAGES. THE APPLICANT HEREBY ACKNOWLEDGES THIS FACT AND THAT IT IS BOUND BY THE CONTENTS ON ALL PAGES HEREOF, IRRESPECTIVE IF THE APPLICANT READS SAME, OR FAILS TO UNDERSIGN THE SECOND PAGE. **Note: supporting documentation to be provided for limit requests above R500 000**(Financial statements/bank statements/cash flow statement), a credit limit will be offered subject to a risk assessment and at the company’s discretion. **(Application will not be considered unless certified copy of Liquor License or a Certificate of registration and a valid fee payment receipt are annexed)**

APPLICANT’S SIGNATURE IN ACKNOWLEDGEMENT OF THE ABOVE

Indicate payment period required:  Cash  3 / 7 days from Inv  7/ 14 days from invoice  other \_\_\_\_\_

Credit limit required R \_\_\_\_\_ Goods Supply Requirements: Self Service  Collect  Delivery

Statement Delivery Method  E-Mail  Post Outlet Type: \_\_\_\_\_ Store trading times: \_\_\_\_\_

Product to be supplied:  Non-alcohol  Alcohol  Sanitizer

**SECTION A: APPLICATION**

- Name of Liquor licence owner \_\_\_\_\_ Liquor Licence nr: \_\_\_\_\_
- Name of Applicant **(must correspond with licence owner)** \_\_\_\_\_
- If Licence is in transfer, see section B:
- Company Reg. No \_\_\_\_\_ No of years in business \_\_\_\_\_
- Trading Name: \_\_\_\_\_ VAT Registration No \_\_\_\_\_
- Delivery address: \_\_\_\_\_ GPS: Longitude \_\_\_\_\_ Latitude \_\_\_\_\_
- Applicant’s form of business#  Sole trader  Partnership  CC  Company  Trust  Other (specify) .....
- Sole trader/Partner/Directors

Full names and surname:						
ID Number:						
Contact Number						
Married, Community of property	Yes	No	Ever Insolvent:	Yes	No	
Full names and surname:						
ID Number:						
Contact Number						
If married, is it in Community of property	Yes	No	Ever Insolvent:	Yes	No	

9.Accounts Payable:

Names and surname:	
Email address for statement:	
Contact Number	

10. Annual Turnover: R \_\_\_\_\_

**11. Managed By (Copy of ID document and authority in terms of the Liquor Act to be attached.)**

<b>Full names and surname:</b>	
<b>ID Number:</b>	
<b>Contact Number</b>	

**12. Person responsible for orders:**

<b>Full names and surname:</b>	
<b>ID Number:</b>	
<b>Contact Number</b>	

**Trade References**

<b>Organization</b>	<b>Contact Person</b>	<b>Terms</b>	<b>Tel No.</b>
1			
2			

**13. Do you want to register for the sip selection to place online orders?**

<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>
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**SECTION B:**

**Licence Transfer information**

<b>License holders name</b>	<b>License number</b>	<b>Transferred to new License holders name</b>	<b>Date submitted to liquor authority</b>

**SECTION C:**

**CONDITIONS OF SALE AND TRADING TERMS**

1 Definitions:

In this agreement, unless the context provides otherwise:

1.1 "the Supplier" Distell Ltd, also trades amongst others as [TradeXpress](#).

1.2 "the Applicant" is the person or entity whose details is set out in Section A above; and

1.3 "the Products" are those goods sold, supplied and distributed by the Supplier to the Applicant from time to time.

- 2 The Supplier and/or its successor in title hereby reserve the right to amend and/or withdraw any credit terms from time to time at its sole and absolute discretion
- 3 The Supplier may at any time whatsoever, at its sole and absolute discretion and without notice to the Applicant, immediately close any account opened in favour of the Applicant in terms hereof and refuse to supply any further, and the Supplier shall not be liable for any loss or damage the Applicant or any other entity may suffer as a result hereof.
- 4 Any discount as reflected on the Supplier's price list and/or invoice which the Supplier may afford to the Applicant from time to time and any change in respect thereof is subject to the sole and absolute discretion of the Supplier.
- 5 The date of payment on any transaction shall be deemed to be that date when actual payment is physically received by the Supplier of the full amount as reflected on the statement.
- 6 The Supplier is entitled to change the price of its products at any time and the Applicant shall accept such changes and the price thereby stipulated as it may appear on the invoice and/or the price list of the Supplier from time to time. The Applicant accepts the duty to ascertain the ruling prices of the supplier when ordering products.
- 7 The Supplier may make changes to the terms set out herein and notify the Applicant in writing thereof, whether by separate notice or on an invoice or on a delivery note.
- 8 The Applicant shall notify the Supplier in writing, which notification must be acknowledged by a credit controller or manager of the Supplier to be of any force or effect, prior to, or within within 48 hours of any change in the Applicant's status, or of any other aspect which may affect the supply of Products to the Applicant or affect any of the information herein furnished by the Applicant, or of any intended sale of the Applicant's business

9. All goods ordered and delivered in terms hereof shall be for the account of the Applicant, and the Applicant undertakes to pay any delivery costs as determined from time to time.
10. A certificate under signature of any Manager or Director of the Supplier whose authority shall not be necessary to prove, *prima facie* shall be proof of the facts relating to the Applicant's indebtedness to the Supplier, including, but in no means limited to the order and delivery of Products, the amount of Products ordered and delivered, the amount outstanding, due, owing and payable to the Supplier by the Applicant
11. The Supplier will furnish the Applicant with a statement monthly and unless the Applicant either notifies the Supplier in writing by the 14<sup>th</sup> day following the month in which Products were supplied that the Applicant had either not received a statement, or that the statement is incorrect, it shall be deemed that the statement was received and was correct in all respects. If timeous written notice is provided that no statement was received, once the statement is then provided to the Applicant, the Applicant must acknowledge receipt of the statement and another 14 day period shall be afforded from that date to object to any of the content of the statement if incorrect, failing which it shall be deemed to be correct in every respect.
12. In the event of a credit balance appearing on an account, it shall be in the discretion of the Supplier to retain such credit to be offset against any future debt on the account, alternatively to effect payment to the Applicant in respect thereof.
13. The applicant hereby consents to the jurisdiction of the Magistrates court in terms of Section 28 of the Magistrate's Court Act and undertakes, notwithstanding the fact whether action is instituted in the High Court at the election of the Supplier, to pay all the costs the Supplier may incur in respect of litigation on the Attorney and Client scale and counsel's fees.
14. The Applicant accepts that any indulgence or extension that may be granted to him by the Supplier from time to time shall not constitute a waiver of rights of the Supplier in terms of this Agreement and such indulgence or extensions from time to time shall not be construed as a novation of any action or right of the Supplier nor a representation for purposes of the doctrine of estoppel. (to rely on any promises made)
15. The Applicant undertakes to furnish the Supplier on demand with any security the Supplier may, in its sole and absolute discretion, require.
16. Ownership in and to the goods delivered to the Applicant shall not pass to the Applicant until the full amount of the purchase price has been paid by the Applicant to the Supplier.
17. The Applicant undertakes, in the event of him not being the owner of the premises to which the goods are delivered, to notify the landlord of the right of ownership in and to the goods and to also furnish the Supplier on request with the name, address and telephone number or the Landlord.
18. The Applicant hereby guarantees that he has a valid license, or is a registered person or entity as required by the Liquor Act and that he is entitled to purchase liquor from the Supplier and undertakes to immediately notify the Supplier in writing by registered post in the event of any claim by a third party to or any attack made on the Liquor License. The Applicant undertakes to see to it that all laws and regulations in regard to the validity of the Liquor License shall  that annual license fees shall be paid.
19. The Applicant acknowledges that certain bottles, containers and pallets are subject to a deposit being levied by the Supplier and that the deposit so payable and credit allowed in respect thereof shall from time to time appear on the Supplier's price list. Credit will only be granted for usable empties returned. No credit will thus be allowed for broken, cracked or chipped bottles. Ownership of the Supplier's embossed bottles, plastic crates and containers is reserved by the Supplier and the Applicant shall at no time be vested with ownership thereof. The Applicant hereby undertakes to return bottles, crates or containers embossed with the wording "Property of Flavourguard", "SFW Property", "Property of Supraglass", "Distillers Corporation" or "Distell" to the Supplier only for Credit.
20. The Applicant hereby chooses his address appearing at the beginning of this document as his chosen *domicilium citandi et executandi* for all purposes arising out of this Agreement and shall have the right to change such domicilium in writing, such change required to be received by the Supplier in writing.
21. The Applicant explicitly authorizes the Supplier to:
  - 21.1 Conduct searches on the Applicant and guarantor/s or surety/ies;
  - 21.2 Monitor the Applicant's payment record by making enquiries at any trade reference or accredited credit bureau or bank;
  - 21.3 Use information obtained from such trade references, accredited credit bureau or bank to assess the purchase facility of the Applicant from time to time;
  - 21.4 Record the Applicant's account and default of payments with any accredited credit bureau
22. In the event of the Supplier terminating or amending the Terms as a result of information obtained from a credit bureau, the Supplier will notify the Applicant as such and if requested, provide the Applicant with detail of the particular credit bureau.
  - 22.1 This agreement may only be cancelled voluntarily: by the parties by consent, in writing; by the Supplier upon 30 calendar days' written notice.
  - 22.2 The contra proferentem rule shall not apply to this agreement.
23. The Applicant agrees and undertakes that for the duration of this agreement he/she/it/they will comply with the Supplier's compliance policies, including but not limited to, the Distell Anti-Bribery Policy. The Supplier strictly prohibits the giving or receipt of bribes on its (or any other entity or persons') behalf and the Applicant agrees and undertakes that for the duration of this agreement neither it nor any of its directors, employees or other representatives (to the extent applicable) will contravene any applicable anti-bribery and anti-corruption laws, including, but not limited to the Prevention and Combating of Corrupt Activities Act, 2004. Without limiting the Supplier's rights in terms of this agreement or otherwise in law, in the event that the Supplier suspects, knows or otherwise believes that the Applicant has acted in contravention of this clause 23, the Supplier may, at its sole and absolute discretion and without notice to the Applicant, immediately terminate this agreement.

**APPLICANT'S SIGNATURE IN ACKNOWLEDGMENT OF PARAGRAPH**

I/We hereby declare that the contents of this document including the conditions on the reverse side is known to me/us that I/we understand it and that the information I/we supplied, is to the best of my/our knowledge, true and correct, and that the Supplier may rely on such information as fully and truthfully supplied for the purpose of this application.

Thus done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of the undersigned witnesses

**1 Applicant Signature:** \_\_\_\_\_ **2 Applicant Signature** \_\_\_\_\_

(Name: \_\_\_\_\_) (Name: \_\_\_\_\_)

Witness 1 \_\_\_\_\_ Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_ Witness 2 \_\_\_\_\_

