

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

Application for Supply of Products and Purchase Facilities

Indicate payment period required: Pmt before receipt of goods Pmt on receipt of goods Deferred pmt 3-/ 7-/ 14- days from invoice or 15- / 30- days from Statement

Indicate preferred payment method: Cash (Collect/Self Service only) Cheque Bank transfer /EFT/M65 Card (Where facility available)

State approximate purchase limit required R..... Goods Supply Requirements: Self Service Collect Delivery

Statement Delivery Method: E-Mail Fax Post Previous Account Name..... Previous Acc No.....

SECTION A: APPLICATION

(Application will not be considered unless certified copy of Liquor License and valid receipt annexed)

1. Name of Applicant/Liquor Licence Holder/Registrant:
2. Trading Name of Establishment:
3. Delivery Address: Tel. No:
4. E-mail Address: Fax No
5. Postal Address:..... VAT Registration No.....
6. Bank details: Acc No:.....Bank Name:.....Branch:.....(attach confirmation)
7. Applicant's form of business: Sole trader Partnership CC Company Trust Other (specify)
- 7.1 (Not applicable if Applicant's form of business is a Partnership or Sole Trader)

Registered name: Reg. No.....

8. Particulars of Sole Trader/Partners/Members/Directors/Trustees of Applicant (Delete those not applicable)

8.1. Full Name and Surname..... Residential Address:.....

..... Owned Leased Tel No.....ID No

Marital Status: If married, is it in Community of property Yes No **Ever Insolvent:** Yes No

8.2. Full Name and Surname..... Residential Address:.....

..... Owned Leased Tel No.....ID No

Marital Status: If married, is it in Community of property Yes No **Ever Insolvent:** Yes No

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.

Thus done and signed at.....on this the.....day of20.....in the presence of the undersigned witnesses

1 Applicant Signature:	2 Applicant Signature
Name:.....	Name:.....
Capacity:	Capacity:
Witness Signature:	Witness Signature:
Witness Name:.....	Witness Name:.....

SECTION B: DEED OF SURETYSHIP

I/We the undersigned hereby personally bind myself/ourselves jointly and severally as surety/sureties in Solidium and Co-Principal Debtors for payment on demand of all sums of money which:

Registered Name of Company/Close Corporation:.....Reg No:.....

may now or from time to time hereafter owe to Distell Limited arising from any cause of indebtedness whatsoever. I/We choose domicilium citandi et executandi at the addresses stipulated in Section A number 8 above. I/We hereby renounce the benefits of the legal exceptions "non causa debiti" (no cause of debt), "de deobus vel pluibus reis debendi" (being sued together or having debt divided), "revision of accounts", "non numerata pecuniae" (no money/value received)", "errore calculi" (error of calculation), "beneficium ordinis seu excussionis et divisionis" (benefit of having principal debtor sued first or having debt divided), the full force meaning and effect of which I/we acknowledge to know and understand.

I/We agree that a certificate issued by any Manager or Director of Distell Ltd will be prima facie proof of the amount owing by me/us in terms of this deed of Suretyship and I/we hereby declare that this deed was either completed by myself/ourselves or completed in my/our presence, and that I/we are not prohibited by law to complete this deed.

Thus done and signed at.....on this the.....day of20.....in the presence of the undersigned witnesses

1 Surety:	2 Surety	3 Surety
(Name:.....)	(Name:.....)	(Name:.....)
Witness1.....	Witness1.....	Witness1.....
Witness2.....	Witness2.....	Witness2.....

SECTION C: CONDITIONS OF SALE AND TRADING TERMS

1. Distell Ltd. (hereinafter referred to as "the Supplier") as supplier and distributor of liquor products and natural beverages and distributor from time to time of other sundry products such as cigarettes (jointly referred to as "the Products") and the person whose details are fully set out in Section A above ("the Applicant") have agreed on the following Terms and Conditions of Sale ("the Terms") to be applicable and binding on all transactions of sale of Products entered into between them.
2. The Supplier and/or its successor in title hereby reserve the right to amend and/or withdraw any trading 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 at all times entitled to change the price of its products from time to 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. Any amendments to the Terms as determined by the Supplier can be brought on to this Agreement by way of notice in that regard, whether same be in the form of a separate document or on the front or reverse side of the Suppliers invoice, month end statement and/or price list, and the Applicant undertakes to regularly, on receipt of an invoice, statement or price list, peruse any endorsement on the front and reverse side thereof. All supplies made shall be subject to the terms and conditions herein contained and as amended from time to time in terms thereof.
8. It shall be the duty of the Applicant to notify the Supplier in writing by registered post and hand delivered to the nearest branch office of the Supplier of any change in the Applicant's status, ownership of the liquor license or of the information hereby furnished, including the address of the Applicant, both physical and registered encumbrance and/or intended alienation of the liquor license or movable assets other than in the ordinary course of business. Such notice must be given to the supplier within 48 (forty eight) hours of date the Applicant became aware or ought to have become aware of such changes.
9. All goods 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. Notwithstanding the provisions of paragraph 8, the Applicant undertakes to immediately notify the Supplier in writing by registered post and hand delivered to the nearest branch office of the Supplier in the event of any changes in ownership. If the Supplier does not within 48 (forty eight) hours of such notice confirm in writing that notice of the change has been received, it shall be deemed that no change in the structure of the Applicant or ownership of the liquor license had occurred and the Applicant shall remain liable for any outstanding debt owing to the supplier as licensee.
11. 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 obligation of the Applicant towards the Supplier and also of the fact that the amount so stipulated is already due and payable with any interest payable thereon.
12. The Supplier may, at its sole and absolute discretion and, at least once a month, furnish a statement to the Applicant reflecting the transactions between the Applicant and the Supplier as well as the outstanding obligations of the Applicant. Unless the Applicant objects in writing within 14 (fourteen) days of date of the statement to any item appearing thereon, the Applicant shall be deemed to have accepted the statement as correct. The Applicant chooses delivery of the statement by way of delivery method indicated by the Applicant in writing, but the non-delivery of any statement shall not entitle the Applicant to withhold any payment.
13. In the event of a credit balance appearing on an account, it shall be in the discretion of the Supplier to retain such credit balance to be offset against any future debt on the account, alternatively to effect payment to the Applicant in respect thereof.
14. The applicant hereby consents to the jurisdiction of the Magistrates court in terms of Section 28 of the Magistrate's Court Act as amended from time to time, and undertakes, notwithstanding the fact whether action is instituted in the Supreme Court at the election of the Supplier, to pay all the costs the Supplier may incur in respect of litigation on the Attorney and own Client scale, together with interest at the rate of 2% per month or the maximum permissible rate allowed at law calculated as from date of statement to date of payment. The Applicant further consent to pay all other costs and disbursements incurred by the supplier as a result of non or late payment by the Applicant.
15. The Parties agree that interest will be charged on all overdue amounts at the maximum permissible rate, calculated from the day following the due date up to the day payment is received. In the event of the Applicant being in arrears with any payment, payment in respect of any subsequent supply, of the goods shall be effected immediately upon delivery of such goods.
16. In the event of the Applicant being in breach of any provision(s) of these Terms, or in the event of the estate of the Applicant being provisionally or finally sequestrated, liquidated or placed under judicial management, whether provisionally or finally, or placed under curatorship in the event of death of a sole proprietor, sole member, director of the Applicant, then all outstanding amounts, irrespective of any terms afforded to the Applicant, shall immediately become due and payable. In the event of it being necessary for the Supplier to institute legal action against the Applicant to recover any monies due to the Supplier, any payments made pursuant thereto in the recovery of such arrear amount shall be appropriated firstly towards costs and disbursements and thereafter against interest and lastly towards the principal debt (Capital).
17. 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.
18. It is a condition of these Terms that the Applicant, by virtue of his or his representatives signature hereto renounces the benefits of the legal exceptions revision of accounts, no value received, mistake in the calculation of outstanding amounts, no cause of debt, being sued together or having the debt divided, the full force, meaning and effect of which the Applicant acknowledges to know and understand, and any other counterclaim the Applicant may have against the Supplier.
19. The Applicant undertakes to furnish the Supplier on demand with any security the Supplier may, in its sole and absolute discretion, require and all costs pertaining to the drafting and sealing of any such security shall be for the account of the Applicant and the Applicant authorizes the Supplier the right to debit his account with such costs and disbursements.
20. The parties agree that the right of 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.
21. The parties agree that in the event of any delivery transaction on payment terms, right of 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 in full.
22. 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.
23. The Applicant hereby guarantees that he has a valid license, 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 be strictly adhered to and that annual license fees shall be paid.
24. The Applicant or his representative warrants by his signature hereto that he is duly authorized to conclude this agreement with the Supplier and that he is not prohibited at law to enter into this agreement on the terms herein contained. Any misrepresentation, false representation or non-disclosure made by the representative and/or the person signing this document shall have the effect that the person signing assumes personal liability as co-principal debtor for any amount due to the Supplier in respect of any supply made on the strength of the information herein furnished by him.
25. 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.
26. In the event of any product, package or label purchased by the Applicant is in any way damaged, the Applicant undertakes to without delay notify the Supplier thereof and the Supplier reserves the right either to exchange or to re-purchase such product, package or label.
27. 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.
28. The applicant explicitly authorizes the Supplier to:
 - 28.1 Conduct searches on the Applicant;
 - 28.2 Monitor the Applicant's payment record by making enquiries at any trade reference or accredited credit bureau or bank;
 - 28.3 Use information obtained from such trade references, accredited credit bureau or bank to assess the purchase facility of the Applicant from time to time;
 - 28.4 Record the Applicant's account and default of payments with any accredited credit bureau
29. 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.

Initial/s