



Distell.REG NO: 1963/001333/06

### Application for Supply of Products

HEAD OFFICE: AAN-DE-WAGENWEG, PO BOX / POSBUS 184, STELLENBOSCH, 7599  
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www.distell.co.za

**Credit Facilities**  
(Please tick applicable box)

**Cash with order / Cash up front.**

Name of RSM		CREDIT LIMITED AND TERM REQUESTED	
ACCOUNT CURRENCY:		Nr of years in Business	

All details will be treated as confidential and any facilities granted will be at the sole and absolute discretion of DISTELL and may be withdrawn by DISTELL any stage at DISTELL'S sole discretion

**PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION FORM**

- COPY OF COMPANY LETTERHEAD
- FULL BANKING DETAILS OR CANCELLED CHEQUE
- COPY OF COMPANY REGISTRATION CERTIFICATE.
- COPY OF ANNUAL FINANCIAL STATEMENTS
- BOND STORE CERTIFICATE

### SECTION A

(Applicant information to be completed in full by all Applicants)

#### 2. Particulars of Applicant(sold to party)

2.1 Form of business:  Public Company  Private Company  
 Trust  Partnership  Sole trader  
 Other (specify) .....

2.1.1 Particulars of Company

2.1.2 Registration name: .....  
 Registration number: ..... V.A.T Number.....  
 Name of Auditors:.....

2.1.3 Trading Name of Applicant: .....

2.1.4 Postal Address: .....

2.1.5 Trading Address: .....  
 Telephone number: ..... Fax number: .....

2.1.6 Names and identification numbers of

2.1.7 shareholders:.....

2.1.8 Names and identification numbers of directors and/or principals:  
.....

Contact Person Accounts Payable: .....  
 Telephone number: ..... E-Mail address: .....

2.1.9 Particulars of Sole Trader/Partners/

Full name and Surname: .....

ID number / Passport:

Residential Address: .....  
Tel number: .....

Marital Status:  Single  Married  Divorced  Widow/Widower

Have you ever been insolvent?  Yes  No

If yes are you rehabilitated?  Yes  No

Full name and Surname: .....

ID number:

Residential Address: .....

..... Tel number: ..... Cell .....

Marital Status:  Single  Married  Divorced

Have you ever been insolvent?  Yes  No

If yes are you rehabilitated?  Yes  No

### 3. Details of Premises

Leased:  Owned:

### 4. Bank Details

Name of Bank:..... Bank Address :.....

Account Name:..... Account Number:.....

IBAN no:(for EU countries only):..... SWIFT Code:.....

Date Opened:.....

(Attach blank cancelled cheque)

### 5. Trade References

Organization	Contact Person	Terms	Tel No.
1			
2			
3			

### 6. Shipping Details

INCO Terms 2000	FCA		Mode of Transport (Air/Road/Rail/Sea):	
Point/Port of Transshipment:			Point/Port of Discharge:	
Country of Final Destination:			Transporters/ Carrier:	
<input checked="" type="radio"/> SHIP TO PARTY ( DELIVERY ADDRESS DIFFERENT TO THAT OF SOLD TO PARTY)				
Name:				
Physical Address:				
			Postal Code	
Country:				
Postal Address:				
			Postal Code:	

### 7. Anti-Corruption Compliance Due Diligence Questionnaire

Distell is committed to doing business on an ethical and sound basis and to comply fully with local and global anti-bribery and corruption laws. Distell also expects its agents, intermediaries, consultants, distributors, sub-contractors, customers, suppliers and joint venture partners working on Distell's behalf anywhere in the world ("Business Partners") to comply with these principles and to act in the best interest of Distell at all times.

No Distell employee or associated person may directly or indirectly bribe a government official or any third party. Similarly, no Distell employee or associated person may receive anything of value in exchange for performing their duties disloyally or illegally. Distell expects the same attitude towards anti-bribery and corruption compliance from its Business Partners.

Kindly therefore indicate whether you commit to apply the same principles and adhere to the same values as set out above:

NO		YES	
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**SECTION B**  
**CONDITIONS OF SALE AND CREDIT TERMS**

1. DISTELL LIMITED (hereinafter referred to as "the Supplier") appears herein as supplier and distributor of liquor products and natural beverages and conducts business for its own account. The Agreement herein contained is effective between the Supplier and the Applicant and covers all transactions of sale between them.
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. a) 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.  
  
b) 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.
5. 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.
6. Any amendments to the Conditions of Sale and/or the Credit 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.
7. 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.
8. A certificate under signature of any Director, Financial Manager or Credit Manager 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.
9. The Supplier undertakes to, 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 Supplier chooses delivery of the statement by way of existing services, but the non-delivery of any statement shall not entitle the Applicant to withhold any payment.
10. 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.
11. 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 an down Client scale, together with interest at the rate of 1.16% per
12. The Parties agree that interest, presently at the rate of 1.16% per month, calculated as from the date payment was due and payable, and shall be charged on late payments. In the event of the Applicant being in arrears with any payment, the supply, if any, pursuant to the Applicant's default shall be deemed to be Cash on Delivery transaction.
13. In the event of the Applicant being in breach of any term or condition in terms of this agreement, 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)
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.
15. Save for the provisions of clause 7, it is a condition of this Agreement that the Applicant, by virtue of his or his representatives signature hereto renounces the benefits of the legal exceptions revision of accounts, non numerata pecuniae (no value received), errore calculi (mistake in he calculation of outstanding amounts), non causa debiti (no cause of debt), de duobus vel pluribus reis debendi (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.
16. he 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.
17. The parties agree that in the event of any Delivery transaction 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.

18. The parties agree that in the event of any delivery transaction on credit terms, risk in and to the goods delivered are determined by the INCO terms per pro forma and invoice.
19. 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.
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 receipted by the Supplier in writing.
21. Distell does not guarantee that its products are bottled, labelled or packed in accordance with the legal requirements applicable in all territories of import or re-sale. Without a written undertaking to the contrary, the importation and sale of its products in territories other than South Africa is therefore done at the exclusive risk of the importer of Distell's products into such territories. Furthermore the importer agrees to indemnify Distell against all claims, costs or charges that Distell may become liable for in connection with such import or sale of the products.
22. **ILLEGAL TRADING / ONWETTIGE HANDEL**

Notwithstanding anything to the contrary contained or implied elsewhere, should it come to our notice that you are in any way whatsoever involved in the procurement, marketing or sale of stolen, illicit liquor or illegal liquor products, or found guilty of the supply of liquor products to unlicensed persons or persons under the age of 18 years, we shall be entitled in our sole and absolute discretion and upon written notice, to:

cease the supply of liquor products to you; publish the details of such cessation in the media; and

notify other members of the South African Liquor & Brand owners Association(SALBA) of such cessation, who shall likewise be notified, in

their sole and absolute discretion, to cease the supply of liquor products to you and to publish the details thereof in the media;

in which event you will not have any claim whatsoever against us, SALBA or its other members arising from such cessation.

23. The applicant authorizes the supplier to:

- Conduct a credit search on the applicant
- Monitor the applicants payment conduct by making enquiries at any accredited credit bureau or trade reference
- Use information attained from the accredited credit bureau to assess the credit facility or credit worthiness from time to time
- Record the applicants account or default of payments with any accredited credit bureau

I hereby declare that the contents of sections A & B of this document is known to me, that I understand it and that the information I supplied is, to the best of my knowledge, true and correct.

Thus done and signed at .....this.....day of .....20.....

**Signature**..... Name (print please).....

## 6.1. Export Logistics Questionnaire

1	Are pallets necessary?	YES	NO
2	If so - which pallet should be used?	Pallets per 20 ft container	Pallets per 40 ft container
	EUR Pallet - 800x1200x140 / 20 kg	11	21
	Chep Pallet - 1000x1200x165 / 33 kg	10	20
	Amka Pallet - 820x1150x145 / 20.5 kg	14	28
	ISO Pallet - 1000x1200x140 / 25 kg	10	20
	Slipsheets - specify pallet size above		
	Other		
3	Do you legally require templiners?	YES	NO
	Distell has an obligation to protect their products. Should we deem this necessary, an Environmental Temperature Liner will be added and costs to be shared.		
4	Indicate which outer carton bar codes should be use legally / ITF or EAN?		
5	To which PORT should the order be shipped to?		
6	Is it necessary for us to arrange a pre-shipment inspeciton? If yes - please Indicate inspection company.		
7	Please indicate which shipping documents you legally require	YES	NO
	Tax Invoice	YES	NO
	VI 1 Certificate/Analysis Certificate/ Health Certificate	YES	NO
	Certificate of Origin	YES	NO
	Ingredients Letter	YES	NO
	Production Letter	YES	NO
	Bill of Lading	YES	NO
	Packing List	YES	NO
	Manufacturing Process	YES	NO
	Other (Please specify	YES	NO
8	Please indicate which documents are required before shipment:		
		Indicate name and address	Indicate name and e-mail address
9	To which person and address should the Tax invoice be sent or emailed?		
	Please provide e-mail, telephone and fax number of the contact person who should receive the documents		

10	To which address would the shipping / clearing documents be e-mailed or couriered?		
11	JF Hillebrand is our approved freight forwarder for landside charges in South Africa		
12	Please advise which shipping company/ shipping line should be used		

**FOR OFFICE USE ONLY**

<b>Sales Org</b>		<b>FI Region</b>		<b>Country of final Destination</b>	
<b>Credit Limit</b>				<b>Risk Category</b>	
<b>Payment term</b>					
<b>INCO Term</b>					
<b>Currency</b>				<b>Price List Type</b>	
<b>Crd Controller</b>				<b>Credit rep Group</b>	
<b>RBM</b>					
<b>Additional requirements</b>				<b>Dun and Bradstreet or ITC number</b>	
<b>Comments</b>					
<b>Captured By:</b>		<b>Acc No:</b>		<b>Authorized By:</b>	