

1.	Full Registered Name:	
2.	CC/Company Number: (Per Registrar of Companies)	
3.	Trading Name(s) (if any):	
4.	Holding Company Name:	
5.	Postal Address:	
6.	Delivery Address:	
7.	Telephone Number:	
8.	Fax Number:	
9.	E-Mail Address:	
10.	Vat Registration Number:	
11.	Date Business Established:	
12.	How long under present Management:	
13.	Name of Previous Owner:	
14.	Type of Business Activities:	
15.	Ownership: Sole Trader, Partnership, Company Or Close Corporation (Please tick the applicable type)	
16.	If ownership by Partnership or Sole Owner, please provide Names and Addresses of Partners or Sole Proprietor:  _____ _____ _____ _____ _____	
17.	If ownership by Company or Close Corporation (a) Registered office: _____ (b) Names & Residential Addresses of Directors / Shareholders / Members  _____ _____ _____ _____ _____  (c) Share Capital - Authorised R _____ (d) Share Capital - Issued R _____	

18.	Bankers:	
19.	Branch name:	
20.	Branch code:	
21.	Account number:	
22.	Account holder's name:	
23.	Credit Limit Requested:	R_____
24.	Estimated total purchases per month:	R_____
25.	Premises: Owned, Rented, Leased, Owned By Associate (state name) _____ (Please tick the applicable type)	
26.	Extent of Bond / Mortgage / ETC: _____	
27.	Has a Cession of Book Debts been given to any Party? _____	
28.	Auditors Name and phone number:	
29.	Is there a General Notarial Bond on Movable Assets? _____	
30.	Name of Responsible person for Queries/Payment: _____	
31.	Has Security been given for Overdraft? : _____	
32.	If so, what form of Security? _____	
33.	Have any of the Owners/Partners/Directors/Members ever been Declared Insolvent? _____	
34.	Associated Businesses  _____ _____ _____ _____	
Terms: STRICTLY THIRTY (30) DAYS NETT FROM DATE OF STATEMENT		

TRADE REFERENCES - (Please list major Creditors / Suppliers)

	Supplier Name	Supplier Address	Amount Per Month	Contact person	Telephone
1					
2					
3					
4					

"I/we, THE CUSTOMER, do hereby request you, THE SUPPLIER, to supply goods to us from time to time on credit. Should you agree to do so, we hereby agree and acknowledge that all our dealings with you will be upon and subject to your standard terms and conditions of sale as per those set forth hereunder, or any formal written amendment thereof from time to time. I/we acknowledge having read your standard terms and conditions of sale which I/we understand and agree to. I/we further warrant that I/we are authorised to accept such conditions of sale.

STANDARD CONDITIONS OF SALE OF SEA LAKE INVESTMENTS (PTY) LTD trading  
as SEALAKE INDUSTRIES

1. GENERAL

1. In these conditions -
  - 1.1 “THE COMPANY” means SEALAKE INDUSTRIES.
  - 1.2 “THE CUSTOMER” means the person, firm, Company or associate buying from THE COMPANY.
  - 1.3 Notwithstanding anything in the customer’s enquiry or specification or acceptance or order to the contrary, the following TERMS AND CONDITIONS constitute the CONTRACT between THE COMPANY and the CUSTOMER.
  - 1.4 The CUSTOMER acknowledges that THE COMPANY has not made any Representations or Warranties whatsoever save as set out in this CONTRACT. No variation, modification or qualification of these TERMS AND CONDITIONS shall be of any force and effect unless reduced to writing and signed by THE COMPANY and the CUSTOMER.
  - 1.5 No Waiver or relaxation of the provisions of this agreement shall be binding on THE COMPANY unless recorded in a written document signed by it.

2. PRICE

- 2.1 Orders (other than those in respect of which a quotation was given) are only accepted on the basis that the prices charged will be those ruling at the date of despatch of the goods, unless otherwise agreed to in writing by THE COMPANY.
- 2.2 VAT is levied on the supply by THE COMPANY of goods or services in the course of any enterprise carried on by THE COMPANY. A standard rated supply is a supply of goods and/or services which is subject to VAT at the rate of 14%. Zero-rated supplies are taxable supplies on which VAT is levied at a rate of 0%. Certain basic foodstuffs are zero-rated, such as vegetable cooking oil (excluding olive oil). THE CUSTOMER shall be liable for payment of VALUE ADDED TAX in terms of the VALUE ADDED TAX ACT of 1991.

### 3. TERMS OF PAYMENT

- 3.1 The contract price (or any portion thereof) in respect of which THE COMPANY submits a statement to THE CUSTOMER shall be payable by THE CUSTOMER to THE COMPANY in cash without deduction or SET OFF.
- 3.2 The terms of payment are as agreed in this application and printed on every invoice and statement.
- 3.3 THE COMPANY shall have the right to suspend deliveries of all or any of the goods if any amount due and payable by THE CUSTOMER is not paid on due date, notwithstanding that the overdue payment may not relate to the goods in respect of which such deliveries are suspended.
- 3.4 THE COMPANY shall have the right forthwith to determine this contract and/or repossess its goods and/or claim from THE CUSTOMER immediate payment of any monies owing by THE CUSTOMER who fails to pay any amount due to THE COMPANY or any of its Holding, Subsidiary Associated Companies on due date thereof; or if THE CUSTOMER is Sequestered or placed under Liquidation or Judicial Management; or if THE CUSTOMER commits any act of Insolvency; or if THE CUSTOMER enters into any compromise with his/its creditors; or if THE CUSTOMER fails to satisfy any Judgement granted against him/it within seven (7) days after date of Judgement; or if THE CUSTOMER passes any goods acquired from THE COMPANY or any of its holding, subsidiary or associated companies on to any third party for resale without the prior written consent of THE COMPANY; or if THE CUSTOMER changes the structure of its ownership; or deviates from its former method of trading.

### 4. OWNERSHIP AND RISK

- 4.1 Ownership of any particular consignment of goods supplied by THE COMPANY shall not pass to THE CUSTOMER until the entire portion of the contract price for that consignment has been paid in full.
- 4.2 Notwithstanding that the ownership in the goods shall not pass to THE CUSTOMER until payment has been effected as contemplated in clause 4.1 above, the goods shall be at the risk of THE CUSTOMER who will be responsible for all loss or damage to such goods however arising, as from the time that delivery of the goods is effected by or on behalf of THE COMPANY.

## 5. DELIVERY

- 5.1 Whilst every effort will be made to deliver the goods as advised on the order form, THE COMPANY does not guarantee delivery on any specific date and shall not be liable for damages nor shall THE CUSTOMER be entitled to cancel the agreement for any failure on THE COMPANY'S part to effect delivery timeously or at all for any reason whatsoever including THE COMPANY'S negligence.
- 5.2 If THE COMPANY delivers the goods to a carrier for delivery to THE CUSTOMER, delivery to THE CUSTOMER shall be deemed to take place on delivery on the carrier who shall be THE CUSTOMER'S AGENT for this purpose. In all other cases, unless THE COMPANY and THE CUSTOMER expressly agree in writing to the contrary, delivery shall be deemed to be effected when the goods are despatched from THE COMPANY'S premises. It is recorded that unless otherwise agreed, delivery shall be effected f.o.r Pietermaritzburg.
- 5.3 A delivery note signed by THE CUSTOMER or by any person purporting to sign on behalf of THE CUSTOMER, or by anyone else at the agreed place of delivery, shall be proof until the contrary is proved. In the event of shortages or damages, the delivery note must be endorsed by THE CUSTOMER accordingly or immediately.

## 6. CONSEQUENTIAL LOSS

THE COMPANY does not accept liability for consequential loss of profits arising from supply of defective goods or from any cause of any nature whatsoever arising from any time prior to, during or after delivery of the goods (including a failure to deliver the goods).

## 7. LEGAL CHARGES

THE CUSTOMER shall be liable for any costs incurred in the recovery of monies hereunder including collection charges and attorney and client costs whether incurred prior to or during the institution legal proceedings, or if judgement has been granted, in connection with the satisfaction or enforcement of any such judgement.



Manufacturers of Edible Oils, Soaps, Candles & Baking Fats
Proprietors: Sea Lake Investments (Pty) Ltd Reg. no. 1965/010422/07 VAT no. 4810101263

8. DOMICILIUM

THE CUSTOMER chooses as its DOMICILIUM CITANDI ET EXECUTANDI for all purposes hereunder, the address reflected under its name whilst THE COMPANY chooses:

6 BIRMINGHAM ROAD, WILLOWTON, PIETERMARITZBURG, 3201, KZN

Signed At ..... On This the ..... Day Of ..... 20...
On Behalf Of \_\_\_\_\_

Signature \_\_\_\_\_ CAPACITY \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness 1 : \_\_\_\_\_ Witness 2: \_\_\_\_\_



FOR OFFICE USE ONLY

Sale Representative's Remarks, Observations and Recommendations:

Two horizontal lines for handwritten remarks.

Trade References Checks

- (a) .....
(b) .....
(c) .....
(d) .....

Bank report on W O B Amount: R ..... Code .....

Credit Limit : R ..... Application : Granted / Refused

Signed ..... Signed .....
Credit Controller Financial Manager