



# Branson Commodities

Reg. No. 2014/030462/07

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South Africa

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South Africa

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## CREDIT APPLICATION FORM

<b>COMPANY NAME:</b>			
<b>TRADING AS:</b>			
<b>EMAIL ADDRESS:</b>			
<b>PHYSICAL ADDRESS:</b>	<b>POSTAL ADDRESS:</b>		
<b>TEL: (        )</b>	<b>FAX: (        )</b>		

<b>REGISTRATION NO:</b>	<b>VAT NO:</b>
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<b>NAMES, ADDRESSES AND I.D. NUMBERS OF DIRECTORS (OR MEMBERS IN THE CASE OF A CLOSED CORPORATION)</b>

<b><u>BANKING DETAILS:</u></b>	
<b>BANK:</b>	<b>BRANCH:</b>
<b>ACCOUNT NUMBER:</b>	<b>BRANCH CODE:</b>
<b>ACCOUNT NAME:</b>	

<b><u>TRADE REFERENCES:</u></b>		
<b>COMPANY NAME</b>	<b>TELEPHONE NUMBER</b>	<b>CONTACT PERSON</b>

<b>CREDIT LIMIT REQUIRED:</b>
<b>PAYMENT TERMS REQUIRED:</b>

### **TRANSFER OF OWNERSHIP: - GOODS REMAIN THE PROPERTY OF BRANSON COMMODITIES (PTY) LTD UNTIL PAID FOR IN FULL.**

TO BE SIGNED BY THE DIRECTOR OR MEMBER IN CASE OF CLOSED CORPORATION. I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS ENCLOSED HEREWITH.

<b>SIGNED:</b>	
<b>NAME:</b>	<b>DATE:</b>
PLEASE FAX REPLY TO: (033) 343 0714, AND POST ORIGINAL: PO BOX 1041, HILTON, 3245 ALONG WITH A COPY OF THE COMPANY DOCUMENTS (CK1 OR CM29) AND COPIES OF THE DIRECTORS ID'S.	

### TERMS AND CONDITIONS

1. Branson Commodities (Proprietary) Limited is hereinafter referred to as the Seller. The party to whom this offer is despatched, and as reflected on the first page hereof, is hereinafter referred to as the Purchaser.
2. This agreement is governed by the Laws of the Republic of South Africa, notwithstanding that any dispute arising here from may be deemed to have arisen or occurred outside the borders of the Republic of South Africa.
3. This document constitutes an offer by the Seller to the Purchaser, for the Seller to sell to the Purchaser the goods described on the first page hereof, in the mentioned quantity, and at the given price.
4. The offer contained herein will remain open for acceptance by the Purchaser for a period of forty-eight (48) hours from the time of receipt hereof by the Purchaser.
5. Notwithstanding the date of delivery reflected on page one hereof, the Seller shall not be liable to the Purchaser for any claim or damages arising from delivery occurring after the date provided. The Purchaser specifically agrees to accept late delivery by the Seller in the circumstances where such late delivery is through no fault on the part of the Seller.
6. In the event that the Seller is unable to perform at all in terms of this agreement, be it as a result of war, revolution, terrorism, malicious damage, fire, quarantine, civil disturbance, strike, lockout, diversion of vessels, ship owners refusal to carry goods to the contracted destination, or for any other reason whatsoever outside the control of the Seller, then and in such event, the Seller shall not be liable to the Purchaser for any claim or damages incurred by the Purchaser as a result of such non-delivery, all of which claims the Purchaser hereby abandons.
7. If the Purchaser does not take up the order timeously (at the date of delivery reflected on the first page hereof), then and in such event the Seller is entitled to charge interest on the full balance outstanding from time to time at the rate of 2% per month, up and until the full contract price is paid.
8. Where the agreement is on a "cash on arrival" basis, then the Purchaser is obliged to pay the cash price to the Seller immediately when called upon to do so in writing by the Seller. Should the Purchaser not make payment as demanded, then interest of 2% per month will apply to the Purchase price until settled.
9. This agreement contains the entire agreement between the parties, and any variation hereof will not be binding on the parties unless reduced to writing and signed by both parties hereto. Any relaxation or indulgence which the Seller may afford the Purchaser shall be without prejudice and shall in no way constitute a waiver of rights.
10. The goods remain the property of the Seller until same are paid for in full. Despite the foregoing, risk in the goods shall pass to the Purchaser on delivery.
11. Should the Purchaser not take delivery of the goods on the contracted date (or that later date as determined by the Seller in terms of clause 5 above), then the Seller reserves the right to sell on such goods forthwith, and without any further notice to the Purchaser.
- 12.1 Should any payment due by the Purchaser to the Seller in terms hereof be outstanding after the date of delivery, and should any legal proceedings questioning the Purchaser's solvency or liquidity have been instituted against the Purchaser at such time, then the Seller shall be entitled to cancel the agreement without notice and the Purchaser hereby expressly and specifically authorises the Seller to retake possession of the unpaid for goods, or any part thereof, and to this end, the Purchaser agrees that the Seller may authorise its collecting agent and / or any other legal representative to enter upon the Purchaser's premises, or such place where the goods may be stored, for the purpose of taking back such goods.
- 12.2 The Purchaser furthermore expressly grants to the Seller, or its agent or representative, the right of access to such premises to uplift the goods.
- 13.1 The Seller's right to enter the Purchaser's premises and uplift unpaid for goods is without prejudice to any other rights which the Seller may enjoy in terms hereof, or at Law, and the Seller reserves all its rights to take whatever action it deems appropriate including the right to claim damages.
- 13.2 Should the Seller instruct an attorney in respect of a claim arising here- out, the Purchaser shall pay the Seller's legal costs on the scale as between attorney and own client, including VAT and collection commission.
14. The goods described on the first page hereof shall be deemed to include fibre, spares, accessories, machinery and the documents of title thereto.
- 15.1 The Seller elects as its domicilium citandi et exectandi for all purposes hereunder its physical address appearing on the first page hereof.
- 15.2 The Purchaser elects as its domicilium citandi et exectandi for all purposes hereunder the following physical address:  
  
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\_\_\_\_\_  
  
\_\_\_\_\_
16. The Purchaser consents to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising here-out, but the Seller may elect to proceed in the High Court, if appropriate.

INITIAL: \_\_\_\_\_