



HINTERLAND SA (PTY) LTD TRADING AS AGRINET

REGISTRATION NUMBER: 1984/008258/07

111 Sterling Road, Samrand,
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Centurion, 0046
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CREDIT ACCOUNT APPLICATION

Please attach the following:

- ID Document (individual or all directors/members/partners/trustees)
- Proof of physical address
- Company Registration Form
- Resolution (signed by all Directors/Members/Partners/Trustees)
- ID copy of authorized representative (if not one of above)
- VAT Certificate
- Proof of Banking details
- If part of the following groups please attached copy of confirmation membership letter (BUCO, ESSENTIAL, EST, DIY, MICA)
- If a Trust - Full Trust Deed and latest Letter of Authority
- If a Partnership – Partnership agreement
- Other entities – Registration document or Founding document

Are you a pure online retailer?

Yes ☐ No ☐

Please note that this contract will not be accepted if all pages are not initialed. Documents need to be signed physically – No electronic signature can be accepted.

Representative

Name & Surname:	
Code:	

For company official use:

Recommended by:	
Approved by:	

Initial: _____

TO BE COMPLETED BY APPLICANT (PLEASE PRINT):

NB: OPENING OF AN ACCOUNT IS SUBJECTED TO RECEIPT OF THE ORIGINAL APPLICATION AND CREDIT INSURANCE APPROVAL.

1. (a) REGISTERED NAME:
(b) TRADING AS:
(c) VAT NUMBER:

2. TYPE OF ENTERPRISE:

- ☐ PUBLIC COMPANY ☐ PRIVATE COMPANY ☐ PARTNERSHIP
☐ CLOSE CORPORATION ☐ TRUST* ☐ SOLE OWNER*

3. (a) REGISTRATION NUMBER: (b) REGISTRATION DATE:

4. (a) POSTAL ADDRESS: (b) DELIVERY ADDRESS: (Street name and number)

.....
.....

POSTAL CODE: TOWN/CITY: PROVINCE:

5. CONTACT DETAILS:

	ACCOUNTS	BUYER
Name & Surname		
Phone		
Cell		
Fax		
E-mail		

6. BUSINESS PREMISES: OWNED RENTED

7. LANGUAGE PREFERENCE: ☐ AFRIKAANS ☐ ENGLISH
☐ ☐

8. HAVE YOU PREVIOUSLY APPLIED FOR AN ACCOUNT WITH AGRINET? ☐ YES ☐ NO

IF SO, UNDER WHICH NAME?

9. SPECIFY CREDIT FACILITY REQUIRED: R
(i.e. Monthly purchase x 2)

10. BACK ORDERS ALLOWED? ☐ YES ☐ NO

Initial:

11. NAME OF BANK:.....NAME OF ACCOUNT HOLDER.....
 BRANCH:.....TEL NO.:
 ACCOUNT NUMBER:.....

12. TRADE REFERENCES (only current accounts):

Name, Surname and address	Telephone number	Date purchased	Outstanding balance
1.			
2.			
3.			

13. NAME OF EXTERNAL AUDITORS:

14. DIRECTORS, PARTNERS, MEMBERS:

Name and Surname	Designation	Address	Telephone number
1.			
2.			
3.			
4.			
5.			

A34 GENERAL CONDITIONS OF SALE AND CREDIT TERMS

The following conditions apply to each, and every transaction of whatsoever nature concluded between the Purchaser and Hinterland SA "the Company"). In this document the "Purchaser" can also mean the "Debtor".

1. TERMS OF PAYMENT

The Purchaser undertakes to make all payments to the Company free of bank charges at its address within 30 [thirty] days from the date of the monthly statement. Interest equal to current Prime Interest rate as charged by the Company's bankers to the Company plus two percentage points will be charged on all late payments calculated from the due date of such payment until date of receipt of the arrear payment by the company. No discount other than that recorded on the invoice shall apply.

2. CONCESSION

The waiver of any payment or the granting of any concession or condonation of any breach of the terms and conditions hereof or any action which can be constructed as being a remission, pardon, waiver or concession by the Company must under no circumstances be regarded as a waiver by the Company of any of its rights inter alia to claim interest in respect of any transaction or be regarded as a renewal of debt.

3. PRICE, PRICE INCREASES AND OTHER CHARGES

3.1 Price lists and catalogues issued by the Company from time to time are for information purposes only and are subject to alterations without further notice. Subject to paragraph 5 below these price lists and catalogues are under no circumstances part of any Agreement between the Company and a Customer

or between the Agent and a Purchaser, whether orally or in writing. Goods will be invoiced at the current prices applicable at the date of execution of any order.
 3.2 All price increases that arise between the date of an order or the submission of a quotation and the date of delivery due to:-

- 3.2.1. a rise in labor costs or costs of material;
- 3.2.2. adverse fluctuation of exchange rates;

3.2.3 increase in shipping, port and/or rail tariffs, and/or sales or other taxes.

are for the account of the Purchaser and payable on demand.

3.3 The quotation does not include any taxes of whatsoever nature unless same has specifically been specified and set out in the said quotation.

3.4. The Purchaser and the Company hereby record that a quotation does not provide for any unforeseen costs or charges incurred on behalf of the

Purchaser by the Company and that such unforeseen costs are at all times for the account of the Purchaser.

4. LIABILITY UNDER GUARANTEE

4.1. The liability of the Company in respect of goods sold under Guarantee is restricted to the terms and conditions of the Company's written guarantee in respect of those goods, with which the Purchaser declares himself of itself,

fully acquainted. The Company is not liable in respect of anything or any eventuality not expressly provided for in such written guarantee.

4.2. The Purchaser acknowledges that the Company did not give any warranties other than in contained in the Company's written guarantee in respect of the goods, its quality or condition, or its usability or applicability in respect of the purpose for which it was bought.

5. INDEMNITY

5.1 The Purchaser shall indemnify and hold harmless the Company, its directors and employees against and from all claims, damages, liabilities, losses and expenses [including any claims against the Company or its personnel for consequential damages] as well as any legal fees and expenses on an attorney and own client scale that the Company may incur in respect of..

5.1.1 Bodily injury, sickness disease or death of any person whatsoever arising out of or in the course of or by reason of goods or product defects, failures or inadequacies of whatsoever nature or kind.

5.1.2 Damage to or loss of any property, real or personal to the extent that such damage or loss arises out of or in the course of or by reason of goods or product defects, failures or inadequacies of whatsoever nature or kind.

The Company expressly excludes all warranties, express or implied, including without limitation the implied warranty of merchantability and the implied warranty of fitness for purpose.

6. SPECIAL CONDITIONS

Where any special conditions apply to specific goods, such special conditions will be reflected in the Company's price lists and catalogues and those goods are sold

subject to those special conditions.

7. DELIVERY OF GOODS

7.1. The Company will do everything in its power to deliver goods timeously but will not be liable for any losses or damages, financial or otherwise, suffered by the Purchaser as a result of any delay in delivery of the goods or unavailability thereof.

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- 7.2. Possession in respect of the goods purchased, will pass to the Purchaser on the moment of delivery thereof by the Seller at the address indicated by the Purchaser, provided that in the event of the goods being shipped through the utilization of any transport not owed by the Company, for example Transnet, public and private transport, etc. the owner of such transport will be deemed to act as Agent for the Purchaser and possession of the goods will pass to the purchaser on delivery thereof to the agent.
- 7.3. The risk of profit and loss in respect of goods purchased pass to the Purchaser on taking possession thereof from which moment the Purchaser is liable for any damages to or losses in respect of the goods.

8. PROPERTYRIGHTS

- 8.1. Notwithstanding delivery of the goods to the Purchaser, the Company retains ownership of the goods purchased in terms of any transaction until the full purchase price, additional finance charges or any other amounts payable in terms hereof, are paid in full.
- 8.2. The entire risk of loss, damages or otherwise of the goods passes to the Purchaser on delivery to the Purchaser and/or his Agent and all charges in respect of delivery and installation of the goods and insurance in transit are payable and must be paid by the Purchaser.

9. RE-CONSIGNMENTANDCLAIMS

- 9.1. The Company reserves the right to refuse acceptance of any returned goods of whatsoever nature:
- 9.1.1. in the absence of any agreement made to that effect.
- 9.1.2. in the case of goods carrying an expiry date and the Company agreed to accept return thereof if such goods do not reach the Company at least three months before the expiry [where applicable] date.
- 9.2. The Company shall not consider or entertain any claim in respect of any shortfall unless the claim was lodged within 48 [forty-eight] hours after delivery of the goods. Any other claims should be lodged in writing with the Company within 30 [thirty] days after from date of invoice.

10. BREACH BYTHE PURCHASER

Should the purchaser fail to make prompt payment of any account or any other amount which may be payable in terms hereof or:

- fail to execute or perform any of the other conditions or obligations hereof or;
- commit a deed of insolvency or in the event of a natural person, voluntary surrender or endeavor to voluntary surrender his estate or in the event of his death or;
- in the event of a default judgment being granted against the Purchaser and he fails to satisfy within seven [7] days or rescind same within a period of fourteen [14] days after date of the granting thereof or;
- Be sequestered or be placed under judicial management or provisionally or finally liquidated or;
- Abandon the goods or enter or propose a compromise with his creditors or;
- Make any false or wrongful statements or representations in respect of his financial affairs or any details in respect thereof or;
- Commit any act or omission which may affect the rights of the Company in any manner whatsoever or;
- Allow any of its possessions to be attached in execution which may be issued against the Purchaser or;
- Apply for assistance in terms of the Agricultural Credit Act of 1966 [as amended],

then and in such an event the Company in its discretion and without prejudice to any other rights which it may have/will be entitled to without notice enter any premises where any goods may be held and take possession of such goods and immediately remove same, claim immediate payment of the difference between the value of such goods and the amount owing and/or claim immediate payment of any amounts which may be due to the Company whether such amounts are due and payable at that stage or not.

11. DEED OF SURETYSHIP

The director/shareholder/member, in the case of the Debtor being a legal entity, and partner, in the case of the Debtor being a partnership, do hereby and with the signing of this application form bind themselves as sureties and co-principle debtor jointly and severally and in solidum with the Debtor unto and in favor of the Company or any of its associated, subsidiary, divisions and agent companies or its successors in title or assigns for the due and punctual payment of all amounts of whatsoever nature and/or for the performance of any obligation all of which may now or in the future become due, payable or owing by the Debtor to the Company for any reason whatsoever.

The Company shall be at liberty, in its sole and discretion, without the prior

knowledge of the Debtor, and without releasing the surety provider from liability hereunder:

- to institute such proceedings or take such steps as it may deem fit against the Debtor including the right to repossess any goods sold to the Debtor and to deal therewith or sell same in such manner, at such manner, at such price and on such terms as the Company in its sole discretion may decide, in which event the selling price shall be deemed to be the true market value of the goods sold.
- to compromise with or make other arrangement with the Debtor and/or any othersureties.
- to grant any leniency, indulgence, or extension of time to the Debtor or vary any agreement, undertaking and/or arrangement with the Debtor in any other mannerwhatsoever.
- to enter into agreements of cancellation with the Debtor in respect of any existing or future arrangement and/or to enter into new arrangements.
- to cede, assign and/or transfer any of its rights, title and interests in any or all its claims against the Debtor which are now in existence or may come into existence in its own discretion and on such cession the sureties liability shall continue in favor of the cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Debtor with thecessionary arising from any causewhatsoever.

In any and all events described in this document, the surety's liability shall be co-extensive with that of the Debtor.

12. COSTS

All stamp duties payable in respect of any transaction or any Surety ship or security in respect of any transaction must be paid by the Purchaser on demand.

13. DOMICILIUM

The parties choose as their domicilium citandi et executandi for the purpose of all notices, processes and documents in terms hereof which may be given or delivered, their addresses as set out on the opposite sides hereof. The Purchaser Guarantees that such address or any other address chosen by himself in terms hereof is the address at which he ordinarily conducts his business, trade, or profession and the Purchaser, until the purchase price has been paid in full, undertakes to inform the Company of any change in address.

14. JURISDICTION

The Purchaser agrees to the jurisdiction of the Magistrates Court as set out in Section 45 of Act 32 of 1944 in respect of any judicial process or action which may be instituted by the Company against him on the strict understanding that the Company is entitled to institute such action in its own discretion in the High Court

The Purchaser agrees to pay the Company's legal costs on the tariff as between attorney and own client if the Company institutes legal proceedings against the Purchaser to protect or enforce any of its rights in terms of a transaction.

15. THE WHOLEAGREEMENT

15.1. This agreement constitutes the whole agreement between the parties.

15.2. Any amendment of the conditions of this agreement or renewal of debt or cancellation thereof is of no force or effect unless it is reduced to writing and signed by both parties or their agents which have been duly authorized thereto in writing.

Initial: _____

16. CONSENT TO PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013	2.2.2	Whilst the company will always use its best endeavours to ensure that the supplier's personal information is reliable, it remains the responsibility of the supplier to advise the company of any changes thereto. The supplier therefore agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the information, failing which the company will not be liable for any inaccuracies. As such, the supplier undertakes to keep its personal information updated.
1. TERMS AND INTERPRETATION		
1.1 Terms used in this agreement that are not defined shall bear the same meaning as referred to in the Protection of Personal Information Act, 4 of 2013 ("Act"). The following terms shall, unless the contrary is indicated, have the following meaning:		
1.1.1 "Responsible party" means the company.	2.3	Sharing of Information
1.1.2 "Senwes Group" means Senwes Limited (registration number 1997/005336/06) a public company duly registered in terms of the company laws of the Republic of South Africa, its affiliates, subsidiaries and associated companies as defined in the Companies Act, 2008 which includes the company;	2.3.1	Personal information will be made available to employees who require these details for their functions within the company. All employees who have access to personal information have been made aware of the sensitive nature thereof.
1.2 Insofar as there is conflict in the interpretation of or application of this agreement and the Act, the Act shall prevail.	2.3.2	The company may from time to time have to disclose the supplier's personal information to other parties, including the companies within the Senwes Group, trading partners, Auditors, Regulatory Bodies and /or governmental officials, or overseas trading parties or agents, third party service providers (example credit vetting services), but such disclosure will always be subject to the purpose and use of the personal information set out herein and further subject to an agreement which will be concluded between the company and the party to whom it is disclosing the supplier's personal information to, which obliges the recipient to comply with strict confidentiality and data security conditions on a basis similar as is required by the Act.
2. ACKNOWLEDGMENT AND CONSENT	2.3.3	The company has the right to cede any or all of its rights or to delegate any or all of its obligations it may have arising out this agreement for inter alia the following purposes:
2.1 Purpose and Use of Personal Information	2.3.3.1	To obtain finance,
2.1.1 The Parties intend to or has already concluded a business relationship, which requires the company to process personal information relating to the supplier.	2.3.3.2	The sale of its business or part thereof; or
2.1.2 The company will process the supplier's personal information only in accordance with the conditions of lawful processing as set out in terms of the Act.	2.3.3.3	To give effect to the rights of the company.
2.1.3 The supplier understands its right to privacy and the right to have its personal information processed in accordance with the conditions for the lawful processing of personal information, and hereby gives its consent to the company to process its personal information in accordance with the above.	2.4	Storage, Retention and Destruction of Information
2.1.4 In order for the company to engage with, enter into and/or maintain a business relationship with the supplier, the company needs to process and/or further process the supplier's personal information which personal information will be used for a number of legitimate purposes, including, but not limited to, the purposes of:	2.4.1	All personal information which the supplier provides to the company will be held and/or stored securely. Personal information may be stored electronically and as such may be accessible to employees within the Senwes Group. Where appropriate, some information may be retained in hard copy. In either event, storage will be secure.
2.1.4.1 Compliance with laws and company internal procedures;	2.4.2	Where data is stored electronically outside the borders of South Africa, this is done in countries that have similar privacy laws or where such facilities are bound contractually to no lesser regulations than those imposed by the Act.
2.1.4.2 tendering and related procurement and supply chain management procedures;	2.4.3	The company will take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of personal information as well as the unlawful access to or processing of personal information.
2.1.4.3 protecting the supplier, a third party and/or the company's legitimate interest (s);	2.4.4	Once the supplier's personal Information is no longer required, such personal information will be safely and securely archived, as per the requirements of applicable legislation. Thereafter, the personal information may be permanently destroyed.
2.1.4.4 the conducting of risk assessments and risk profiling by the Company itself and/or any of the companies service providers	2.5	Right to Object
2.1.4.5 appointing the supplier as a contractor, consultant or service provider and for the purposes of carrying out the required actions for the conclusion of a contract as between the company and the supplier including the drafting and/or vetting of the related procurement and contractual documents;	2.5.1	In terms of section 11(3) of the Act, the supplier has the right to object in the prescribed manner to the company processing its personal information. On receipt of the objection the company will place a hold on any further processing until the cause of the objection has been resolved. If the supplier is not satisfied with such process, it has the right to lodge a complaint with the Information Regulator.
2.1.4.6 Where required by law or policy, receiving from or providing to any Regulator, the National Treasury, any credit bureau, credit provider or credit association, personal information about the supplier's criminal history, civil judgements, credit records or default history;	2.5.2	The supplier acknowledges that should it refuse to provide the required consent and/or information, the company may be unable to continue with the business relationship.
2.1.4.7 any proposed purchase from the supplier any goods or services, or alternatively any proposed sale to the supplier of any goods or services, providing the supplier's personal information to third parties in connection with the evaluation of the transaction and related due diligence procedures;	2.5.3	In the event of the supplier refusing to give the required consent, the company will still have the right in terms of the Act to process personal information without the supplier's consent under any of the following circumstances:
2.1.4.8 making contact with the supplier and attending to the supplier's enquiries and requests;	2.5.3.1	Where such processing and use is necessary in order to give effect to a contractual relationship that exists between the supplier and the company;
2.1.4.9 preventing fraud and abuse of the company processes, systems, procedures and operations, including conducting internal and external investigations and enquiries and hearings and where applicable for the purposes of pursuing legal processes and procedures; and/or	2.5.3.2	Where such processing is required in terms of the law; or
2.1.4.10 proposing further business opportunities to the supplier by any of the Senwes Group of companies.	2.5.3.3	Where such processing is necessary to protect the legitimate interests of the company or a third party.
2.1.5 The supplier's personal information is supplied voluntarily.	2.6	Access to Information
2.1.6 Should the supplier refuse to provide the company with its personal information, which information is required by the company for the purposes indicated above, together with the required and requisite consent to process the aforementioned personal information, the company will be unable to engage with the supplier and/or enter into any business relationship with the supplier.	2.7	Complaints
2.1.7 The collecting of personal information is inter alia required by the Financial Intelligence Centre Act, 38 of 2001 and the National Credit Act, 34 of 2005.		The supplier has the right to address any complaints to the company's Deputy Information Officer at the contact details provided above if it is not comfortable or satisfied with the manner in which the company is processing its personal information. On receipt of the complaint, the company will place
2.1.8 The supplier has the right to revoke the consent given in terms hereof at any time. This revocation must be in writing and addressed to the Deputy Information Officer. The supplier understands that such an action would require the company to review the impact that such revocation may have on the business relationship. Withdrawal of consent is not retroactive and will not affect use of the supplier's personal information already made.		
2.2 Accuracy of Information and Onus		
2.2.1 The Act requires that all personal information and related details supplied, are complete, accurate and up to date. The supplier declares that all personal information supplied to the company is accurate, up to date, not misleading and that it is complete in all respects.		

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- a hold on any further processing until the cause of the objection has been resolved. If the supplier is not satisfied with such process, it has the right to lodge a complaint with the Information Regulator.
- 2.8 Declaration and Informed Consent**
- 2.8.1 The supplier confirms that its personal information, provided to the company is accurate, up to date, not misleading and complete in all respects, save where same may change and then, in such an event, the supplier undertakes to advise the company of these changes.
- 2.8.2 The supplier, in providing the required personal information to the company, consents and gives the company express and informed permission to process and further process its personal information as and when required and acknowledges that it understands the purposes for which the personal information is required and for which it will be used.
- 2.8.3 The supplier agrees that by making its personal information available, the company is not responsible for any loss, whether direct or indirect, that may arise from the use of such information.
- 2.8.4 The company will not be liable for inaccurate information on its systems as a result of the supplier's failure to update its personal information.
- 2.8.5 The supplier confirms that it has had an opportunity to read this consent agreement, and fully comprehends and agrees to the terms, conditions and consequences of its consent.
- 2.8.6 The supplier confirms that it has had sufficient opportunity to ask questions about this consent agreement and has had these questions, if any, answered to its satisfaction.
- 2.8.7 The supplier's consent to the terms of this consent form is provided of its own free will and without any undue influence from any person whatsoever.
- 3. PROTECTION OF THE COMPANY'S PERSONAL INFORMATION**
- 3.1 The supplier undertakes to comply with the provisions of the Act in its dealings with the company's personal information. In particular, with the provisions of the Act insofar as they pertain to:
- 3.1.1 Lawful processing of personal information;
- 3.1.2 Rights of the company;

- 3.1.3 Retention and restriction of records;
- 3.1.4 Safeguards for the integrity of personal information;
- 3.1.5 Notification of security compromises; and
- 3.1.6 The company's rights as they relate to direct marketing by means of unsolicited electronic communications. The supplier specifically agrees not to contact the company's client's by any means unless the company has provided prior written consent in respect thereof.
- 3.2 The supplier must treat all personal information that comes to its knowledge as Confidential Information and not disclose it unless required by law or in the course of the proper performance in terms of this clause.
- 3.3 The supplier must secure the integrity and confidentiality of personal information of the company and its clients by taking appropriate, reasonable technical and organizational measures to prevent loss of, damage to or unauthorized destruction of the personal information and unlawful access to or processing of the personal information. In doing so, the supplier must take appropriate and reasonable measures to:
- 3.3.1 Identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
- 3.3.2 Establish and maintain appropriate safeguards against the risks identified;
- 3.3.3 Regularly verify that the safeguards are effectively implemented; and
- 3.3.4 Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 3.4 The supplier must notify the company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorized person.

Where the signatory signs on behalf of another party, whether natural or legal (including but not limited to associations, partnerships, trusts or any similar structure) the signatory warrants that he/she is duly authorized to do so.

SIGNATURE OF AN AUTHORISED DIRECTOR / PARTNER / MEMBER:

PRINT NAME:

DESIGNATION: DATE OF APPLICATION:

Initial: