

Candicraze (Pty) Ltd T/A Candico

VAT Reg Number 4210193258

Company Reg Number 2017/536993/07

Export Number 20180268



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PO Box 1264, Olifantsfontein, Gauteng, 1665

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Dear Valued Client,

Thank you for choosing us as one of your suppliers. Please follow the guidelines below for proper completion of this document.

NEW CUSTOMER TAKE-ON: DOCUMENT GUIDELINES

APPLICATION FOR CREDIT | PAGE 2

Please read the clauses and sign in the first block at the bottom of the page.

APPLICATION FORM | PAGE 3

Complete all sections. If you received this application by email, you can fill in the form using Adobe Acrobat Reader. You can then print the form and sign it accordingly.

TERMS AND CONDITIONS | PAGE 4/5

Fill in your company name at the top of page 4, where stated. Read through the terms and conditions section and then sign and date at the bottom of the page,

DEED OF SURETYSHIP | PAGE 6

Please complete and sign this page.

AGREEMENT OF CESSION | PAGE 7

Please complete and sign this page.

GENERAL CONDITIONS

If any corrections are made on the application form, please initial next to it.

All pages need to be initialed by all principal signatories.

Completed applications should be emailed to **info@candicraze.co.za**

Should you require any assistance, or have any queries regarding this application, please contact our office on

011 420 0682.

APPLICATION FOR CREDIT FACILITIES WITH CANDICRAZE (PTY) LTD T/A CANDICO

- 1.** The Applicant requests credit facilities with Candicraze (Pty) Ltd t/a Candico (the Company) and hereby grants the Company permission to perform relevant credit checks, use credit bureau information, and share credit information with credit bureaus and other providers of credit in order to enable it to assess its risk in providing credit to the Applicant.
- 2.** The Applicant and the Signatory warrant the correctness of all information set out in the Application for Credit Form.
- 3.** The Signatory warrants that he/she is duly authorised to complete and sign this Application for Credit Form
- 4.** The Company shall, in its sole and absolute discretion, be entitled to:
 - 4.1** determine the amount of the credit facility to be granted to the Applicant from time to time;
 - 4.2** vary, suspend or terminate any credit facility which it grants to the Applicant, without prior notice.
- 5.** The Applicant shall not have any claim of whatsoever nature or description against the Company arising out of any variation, suspension or termination of any credit facility which the Company may grant to the Applicant from time to time.
- 6.** The Applicant shall not be entitled to purchase on credit from the Company until such time that:
 - 6.1** the Company has confirmed in writing the extent of the credit facility to be granted to the Applicant; and
 - 6.2** the Applicant has complied with such conditions as may be stipulated by the Company for the grant of a credit facility to the Applicant, including but not limited to conditions pertaining to the provision of securities (including but not limited to suretyships) required by the Company.

DOCUMENTS TO BE ATTACHED

Signed Terms and Conditions, as well as the included declarations.

Sole Proprietor / Partnership	Companies and Close Corporations	Trusts and Co-Operatives
<ol style="list-style-type: none"> 1. Identity Document of Sole Proprietor / Partners. 2. Copy of signed Partnership Agreement, if one exists. 3. Proof of authority of signatory. 4. Latest annual financial statements. 5. Copy of Sole Proprietor/Partners' ID documents. 	<ol style="list-style-type: none"> 1. Certificate of Incorporation / Founding Statement. 2. Register of Directors (Company). 3. Resolution of Members/Directors authorising signatory. 4. Full name of shareholders (Private Companies) 5. Latest annual financial statements. 6. Copy of Directors'/Members' ID documents. 	<ol style="list-style-type: none"> 1. Deed of Trust or Constitution. 2. Letters of Authority (Trust). 3. Proof of authority of signatory. 4. Details of beneficiaries (Trust). 5. Latest annual financial statements. 6. Copy of Trustees' ID documents.

AUTHORISED SIGNATORY ON BEHALF OF APPLICANT

Name		Date	
		Signature	

AUTHORISED SIGNATORY ON BEHALF OF THE COMPANY

Name		Date	
		Signature	

COMPANY DETAILS	Company Name (in full)					Trading As									
	Type of Business	Public Company		Private Company		Partnership		Sole Trader		Close Corporation		Trust		Cooperative	
	Nature of Business														
	Company Reg Number					VAT Registration Number									

BUSINESS ADDRESS DETAILS	Delivery Address															
	City					Suburb					Postal Code					
	Postal Address											Postal Code				

CONTACT DETAILS	Tel Number 1					Tel Number 2					Mobile Number				
	Fax Number					Applicant Email Address									
	Buyer Contact Person					Buyer Email Address									
	Accounts Dept. Contact Person					Accounts Email Address									

OWNERS / DIRECTORS / PARTNERS / MEMBERS	Name					Identity Number										
	Residential Address									Mobile Number						
	Name					Identity Number										
	Residential Address									Mobile Number						
	Name					Identity Number										
	Residential Address									Mobile Number						

OTHER INFORMATION	Holding Company (If Any)					Associated Companies (If Any)						
	Name of Auditors					Auditors Contact Number						
	Business Premises Owned or Leased?		If leased:	Name of Landlord					Contact Number of Landlord			

PERSONS AUTHORISED TO PURCHASE ON BEHALF OF THE APPLICANT

1		2		3		4	
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CREDIT REQUIRED

Monthly Credit Required										COD Account	YES	NO
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BANKING DETAILS	Banking Institution					Branch					Branch Code				
	Account Name					Account Number									
	Date Opened	D	D	M	M	Y	Y	Y	Y						

TRADE REFERENCES	Name of Supplier	1					2					3				
	Physical Address															
	Contact Person															
	Contact Number															
	Payment Terms															
	Credit Limit															
	How long have you had this account?															

TRADING AGREEMENT

Between

CANDICRAZE (PTY) LTD

Trading as Candico (the "Company") and

ENTER COMPANY
NAME HERE

(the "Purchaser")

TERMS AND CONDITIONS

I / We, the undersigned apply for an account to be granted to me to be granted to me / us by the company in respect of goods to be supplied and / or services to be rendered, upon the following terms and conditions :

1. Definitions

- 1.1** The following words shall have the following meaning unless the context clearly indicates otherwise:
 - 1.2** **Company** means Candicraze (Pty) Ltd t/a Candico, a private company duly incorporated under registration number 2017/536993/07;
 - 1.3** **Goods** means the goods sold by the Company from time to time;
 - 1.4** **Purchaser** means the purchaser of the Goods.
- 2.** The sale of all Goods by the Company to the Purchaser shall be subject to the terms and conditions contained herein, to the exclusion of any conditions stipulated by the Purchaser.
 - 3.** Every delivery of Goods to the Purchaser shall constitute a separate contract for which a separate invoice shall be issued by the Company.
 - 4.** The Goods are sold in accordance with the Company's prevailing prices, which may vary from time to time. Price lists will be provided to the Purchaser upon request. Any delivery charges levied by the Company shall be for the Purchaser's account.
 - 5.** Where the Company has granted the Purchaser a credit facility, the purchase price of the Goods shall be paid by the Purchaser by the date appearing on the Company's invoice. Where the Purchaser is not granted a credit facility, the purchase price of the Goods shall be paid by the Purchaser to the Company on delivery.
 - 6.** Any payments shall be made to the Company by way of electronic funds transfer, without deduction or set-off, into the Company's bank account.
 - 7.** All Goods are subject to availability and the Company makes no warranties that the Goods will be available at the date of order.
 - 8.** The Goods shall be delivered by the Company to the Purchaser at the Company's premises, unless otherwise agreed in writing by the parties.
 - 9.** The Company shall not be bound by any delivery date specified by or to the Purchaser and any delivery date specified shall merely be an estimate.
 - 10.** The Purchaser shall not be entitled to withhold payment of any amount due to the Company by reason of late or non-delivery of any Goods by the Company.
 - 11.** The risk in the Goods shall pass to the Purchaser upon delivery to the Purchaser. Delivery of the Goods to the Purchaser shall be evidenced by the Company's official delivery note (or the delivery note of any one of its authorised independent carriers), duly signed by an employee, carrier or agent of the Purchaser, acting in the course and scope of his employment with the Purchaser, whose authority the Company shall not be obliged to prove.
 - 12.** Prior to signature of the Company's official delivery note, the Purchaser (or its employee, carrier or agent) shall inspect the Goods to ensure that the Goods are of a satisfactory type, quality and of the correct quantity. Signature of the Company's official delivery note shall signify that the Purchaser is satisfied in all respects with the Goods.
 - 13.** Ownership of all Goods delivered to the Purchaser shall be reserved in favour of the Company until the purchase price thereof has been paid in full.
 - 14.** The Purchaser acknowledges that in purchasing the Goods, it does not rely on any oral or written statements, representations made by the Company, its employees, agents and/or representatives to the Purchaser and that the Company shall not assume any risk of inaccurate or unsuitable specifications or information provided, selected or designated by the Purchaser.
 - 15.** To the fullest extent permitted by law, the Company makes no representation or warranty of whatsoever nature or description, express or implied, in relation to the Goods.
 - 16.** To the fullest extent permitted by law, the Company shall, subject to clause 17, not be liable for any damages of whatsoever kind (including consequential losses), whether direct or indirect, sustained or alleged to have been sustained by the Purchaser or any third party as a result of:
 - 16.1** any delay in delivery of the Goods; or
 - 16.2** the unavailability of the Goods; or
 - 16.3** any defect in the Goods; or
 - 16.4** any other cause relating to the Goods, including causes resulting from negligence.
 - 17.** In the event of it being established that the Goods were defective at the time of delivery thereof to the Purchaser then the Company shall, in its sole discretion, either:
 - 17.1** refund the purchase price of the Goods; or
 - 17.2** replace the defective Goods.
 - 18.** Other than as provided for in clause 17 above, the Goods shall not be returnable.

19. To the fullest extent permitted by law and subject to clause 17 above, the Purchaser hereby indemnifies and agrees to hold the Company harmless against any claim for loss or damage of whatsoever nature (including consequential losses), whether direct or indirect, sustained or alleged to have been sustained by the Purchaser or any third party as a result of:

- 19.1** any delay in delivery of the Goods; or
- 19.2** the unavailability of the Goods; or
- 19.3** any defect in the Goods; or
- 19.4** any other cause relating to the Goods, including causes resulting from negligence.

20. The Purchaser shall not have any claim of any nature whatsoever against the Company, its members, employees, agents or contractors for any failure by the Company to carry out any of its obligations under any contract as a result of strikes, lockouts, delay in transport, default or delay by any of the Company's suppliers or carriers, political or civil disturbances, the elements, any act of any state of government, infectious disease, pandemic or any other cause directly or indirectly beyond the Company's reasonable control.

21. If the Purchaser shall fail to pay any amount on due date then all amounts owing but not yet due by the Purchaser shall immediately become due and payable to the Company.

22. If the Purchaser shall fail to pay any amount owing on the due date in respect of any contract, the Company shall be entitled, in its discretion, to cancel such contract and all other contracts concluded with the Purchaser by giving written notice to that effect of the Purchaser in which event the Purchaser.

23. A certificate issued under the hand of a director of the Company, whose authority it shall not be necessary to prove, shall be prima facie evidence of the amount due by the Purchaser and such certificate shall be sufficient for the purpose of obtaining summary judgment or provisional sentence.

24. In the event of the Company consulting its legal advisors in relation to any dispute with the Purchaser or instituting any legal proceedings against the Purchaser in terms of these terms and conditions, the Purchaser shall be liable for all expenses incurred by the Company, calculated on an attorney and client scale, including (without limitation) collection commission, tracing charges and the like.

25. The Purchaser consents in terms of Section 45 of the Magistrate's Court Act 32 of 1944, as amended, or any substitution thereof, to jurisdiction of the Magistrate's Court in respect of any legal proceedings of whatsoever nature arising from the provisions of this agreement, provided that the Company shall be entitled in its discretion to commence any such proceedings in any High Court having jurisdiction.

26. These terms and conditions shall be governed by the provisions of South African law.

27. The Purchaser chooses as its domicilium citandi et executandi at the Purchaser's registered address.

28. If any of these terms and conditions is/are found to be null and void or unenforceable for any reason whatsoever, such terms and conditions shall be severable from the remainder of these terms and conditions which shall remain of full force and effect.

29. No relaxation which any party may give in regard to the performance of another party's obligations in terms hereof shall prejudice either party's rights hereunder or be regarded as a waiver of such rights or as an estoppel against the enforcement thereof.

30. The Purchaser shall be entitled to cede or assign its rights and obligations hereunder without the Company's prior written consent.

31. No variation, alteration, amendment or cancellation of these terms and conditions, including this clause, or any agreement not to institute action shall be of any force or effect unless reduced to writing and signed by both the Company and the Purchaser.

The undersigned does hereby warrant that they have read and understood the terms and conditions of this Trading Agreement, and that the information in this document is true and correct, and can be relied upon by the Company to determine the eligibility of the Purchaser, and that the undersigned is duly authorized to complete and sign this document on behalf of the Purchaser.

Signed at		on this		day of		20
Full Name			Capacity			
Signature			As Witness			

DEED OF SURETYSHIP

I, _____ the undersigned,
do hereby bind myself jointly and severally as surety and co-principal debtor in solidum on behalf of:

_____ (the debtor) in favour of Candicraze (Pty) Ltd t/a Candico (the Creditor) for the punctual payment of all sums which are or may become due by the Debtor to the Creditor from whatsoever cause.

1. Liability under this suretyship shall be unlimited.
2. This suretyship is a continuing suretyship and shall remain in full force and effect notwithstanding:
 - 2.1 any intermediate discharge or settlement of, or fluctuation in, the amount owing by the Debtor to the Creditor; or
 - 2.2 the death, deregistration or other legal disability of the surety or of the Debtor.
3. I declare that I will remain liable for the full extent of the Debtor's indebtedness to the Creditor notwithstanding that such indebtedness may be discharged or settled or compromised subsequent to a business rescue plan being adopted in relation to the Debtor. In the event of the Debtor being placed under business rescue, then I acknowledge that all amounts then owing by the Debtor to the Creditor shall become immediately due and payable and shall be paid by me to the Creditor.
4. I declare that any indulgence which the Creditor may grant to the Debtor in respect of its obligations shall not affect or prejudice in any way my liability in terms of this Suretyship.
5. I acknowledge that this Suretyship shall be in addition to and without prejudice to any other suretyships or security now or hereafter held by the Creditor in relation to the indebtedness of the Debtor.
6. The Creditor shall be entitled, without prejudice to this Suretyship, to release the Debtor and any surety or other security given to it in relation to the indebtedness of the Debtor and to compound or make any other arrangements with the Debtor in regard to the fulfilment of the Debtor's obligations to the Creditor.
7. Any acknowledgement made by the Debtor in relation to its indebtedness to the Creditor shall be binding on me.
8. I hereby renounce the benefits of excussion and division, the full meaning and effect whereof I acknowledge to understand.
9. I choose domicilium citandi et executandi for all purposes arising out of this Suretyship at:
10. In the event of the Creditor taking any legal action of whatsoever nature and description for the recovery of any amount due by me in terms of this Suretyship, I hereby accept liability for all expenses incurred by the Creditor, calculated on an attorney and client scale, including (without limitation) collection commission, tracing charges and the like.
11. I hereby consent to the jurisdiction of the Magistrate's Court in respect of any proceedings arising from the provisions of this Suretyship provided that the Creditor shall be entitled in its discretion to commence any such proceedings in a High Court having jurisdiction.
12. A certificate signed by the Creditor certifying the amount of the Debtor's indebtedness to the Creditor shall be binding on me and shall constitute prima facie proof and be valid as a liquid document for the purpose of obtaining provisional sentence or summary judgment against me thereon.
13. This suretyship may only be withdrawn, revoked or cancelled in writing by the Creditor.
14. I acknowledge that this document was fully completed before I signed same.

Signed at		on this		day of		20
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Surety Name	Surety ID Number
Signature	As Witness

To be completed by surety spouse if married in Community of Property:

Signed at		on this		day of		20
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Spouse Name	Spouse ID Number
Signature	As Witness

AGREEMENT OF CESSION

I, _____ the cedant,

hereby cedes to Candicraze (Pty) Ltd t/a Candico (the Cessionary) all its right, title and interest in and to the Cedent's current and future book debts (the Book Debts) as security for the payment of all sums due by the Cedent to the Cessionary arising from whatsoever cause, which cession is hereby accepted by the Cessionary.

- 1.** In the event of the Cedent failing to pay any amount due and owing to the Cessionary on the due date for such payment, the Cessionary shall be entitled to enforce this cession and to recover the Book Debts from the relevant debtors.
- 2.** The Cessionary shall be entitled to inspect the Cedent's records in respect of the Book Debts during normal business hours and to make copies thereof at its cost.
- 3.** The Cedent shall keep proper records of all payments received by it on account of the Book Debts, which records shall be open for inspection by the Cessionary during normal business hours.
- 4.** The Cessionary shall refund to the Cedent all amounts received by it on account of the Book Debts in excess of the amounts owing to it by the Cedent.
- 5.** For so long as any amount remains owing to the Cessionary by the Cedent, the Cedent shall not be entitled, without the prior written consent of the Cessionary, to cede the Book Debts to any other person whomsoever, whether absolutely or as security.
- 6.** The Cedent shall not be entitled to waive any Book Debt

without the prior written consent of the Cessionary.

- 7.** The Cedent hereby warrants that:
 - 7.1** the Book Debts have not been ceded to any other person; and
 - 7.2** no person has any right to purchase the Book Debts.
- 8.** The Cedent chooses as its domicilium citandi et executandi at the physical address as set out in the Application for Credit Form.
- 9.** This agreement constitutes the entire agreement between the parties and no variation of this agreement, including this clause, shall have any effect unless reduced to writing and signed by the parties.
- 10.** No relaxation which either party may give in regard to the performance of the other party's obligations in terms of this agreement shall constitute a waiver of such rights unless reduced to writing and signed by such party.
- 11.** The signatories to this agreement warrant that they are duly authorised to sign this agreement on behalf of the parties hereto.

Signed at		on this		day of		20
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Cedant (Debtor)		Cessionary (Candicraze)	
Signature		Signature	

OFFICE USE ONLY

This form to be completed by Candico. Please attach any documents related to credit checks.

CREDIT CHECKS INFORMATION	Applicant Number		Representative Name					
	Credit Bureau Check	Clear	Judgements	Additional Report Requested	Unlisted			
	Checked By				Signature			
	Credit Limit Approved by CG							

TRADE REFERENCE CHECKS	Name of Supplier	1	2	3
	Payment Terms			
	Credit Limit Approved			
	Status			

CREDIT APPROVAL	Approved By								Suggested Maximum Credit Limit							
	Signature															
	Date Approved	D	D	M	M	Y	Y	Y	Y							

NOTES