



# APPLICATION FOR CREDIT

in respect of purchasing from the following wineries

Designated agent for the following wineries.  
Kindly complete and email back to orders@nlrwines.co.za

PLEASE INITIAL EACH BLOCK

Date .....

Please note that by initialling in the box/boxes below, you acknowledge that you are entering into an independent and separate legal agreement with each selected winery.

				
<p>Horse Shoe Investments 0023 cc T/A Reg no: 2007/019471/23 AA Badenhorst Family Wines Kalmoesfontein Farm, Jakkalsfontein Road, Paardeberg, Malmesbury</p>	<p>Reg no: 2004/013424/07 R320 Hemel-en-Aarde Valley Hermanus 7200</p>	<p>Reg no: 2012/223319/07 R44, Stellenbosch 7600</p>	<p>Reg no: 1997/06375/07 M12, Polkadraai Road Stellenbosch 7600</p>	<p>Reg no: 2024/266370/07 Colmant Farm Excelsior Road Franschhoek, 7690</p>
				
<p>Reg no: 2003/023120/07 Bovlei Road 7655, Wellington 7654</p>	<p>Reg no: 2012/086732/07 Fairview Estate, Suider Agter Paarl Road Paarl 7646</p>	<p>Reg no: 1998/19799/07 Groote Post Vineyards (PTY) Ltd. Darling Hills Road Darling 7345</p>	<p>Reg no: 2006/066757/23 Bowling Green Avenue (Lambrechts Road) Franschhoek 7690</p>	<p>Reg no: 2015/426617/07 Posbus 542 Devon Valley Road Stellenbosch, 7599</p>
				
<p>M•A•N Family Wines Reg No : 2001/000351/07 P O BOX 37, Klapmuts Stellenbosch, 7625</p>	<p>Langeberg Winery Reg no: 1948/031514/07 Wonderfontein Farm Robertson, 6705</p>	<p>Reg no: 2005/147057/23 Remhoogte R326 Caledon 7230</p>	<p>Rijk's Cellar (Pty) Ltd Reg: 1954/001401/07 P.O.Box 400 Tulbagh, 6820</p>	
				
<p>Reg no: 2007/077945/23 Signature Brand – Roodekrantz Posbus 1234 Die Boord, Stellenbosch 7613</p>	<p>Reg no: 2015/426617/07 Strandveld Wines (Pty) Ltd P.O Box 1020 Bredasdorp 7280</p>	<p>Reg no: 2010/018673/23 R317 Bonnievale 6730</p>	<p>WILDEBERG AND KOMPANJIE (PTY) LTD Registration no: 2009/011013/07</p>	<p>Reg no: 1981/012198/07 Langverwacht Road Kuils River 7580</p>

TASTE THE STARS PTY Ltd t/a NLR-Wines  
National Liquor Licence - NLA9 Rg0005635



Please indicate if you would like to purchase from Six Dogs. We will send a separate credit application form.

# CUSTOMER DETAILS / LIQUOR STORE / RESTAURANT / CAFÉ

Registered Name: .....

Trading Name: .....

VAT Number: .....

Company Registration Number: .....

Company Type:  Company Close Corporation  (PTY) Ltd Limited

Terms:  EFT with 48 Hours  30 Days

Credit Limited applying for R...../ estate

Physical Address / Place of Business (domicilium address) .....

..... Code .....

Registered Address: .....

..... Code .....

Telephone No: . .....

Email Address 1: .....

Email Address 2: .....

Contact Persons: Accounts: ..... Orders: .....

## OWNERS / DIRECTORS / MEMBERS

1. .... ID No: ..... Cell No: .....

2. .... ID No: ..... Cell No: .....

3. .... ID No: ..... Cell No: .....

## TRADE REFERENCES: Please supply contact details for 3 recent contactable references

1.Company ..... Contact Person: ..... Tell No: ..... Email: .....

2.Company ..... Contact Person: ..... Tell No: ..... Email: .....

3.Company ..... Contact Person: ..... Tell No: ..... Email: .....

I ..... hereby give consent to check the necessary trade references according to the POPI act.

## TERMS AND CONDITIONS

Payment is due within 30 days from the date of statement, which statement is deemed to have been received within seven days of postage. **Kindly note deliveries will stop if credit terms are exceeded. THE ATTACHED STANDARD CONDITIONS OF AGREEMENT AND SURETY HAS TO BE COMPLETED AS WELL.** I hereby warrant that the particulars reflected herein are true and correct and I hereby warrant that I am duly authorized to represent the customer herein. **The customer agrees to be bound by the Conditions of Credit as indicated above, which the Customer acknowledges he/she has read and understood.** In terms of section 37(1) of Popia the regulator may be notice in the Gazette grant an exemption to a responsible party to process certain responsible party to process certain responsible information.

.....  
Full Name

.....  
Signature

# DEED OF SURETYSHIP

I/ We the undersigned, do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s for the due fulfillment by the customer of its obligation to the Wineries.

Full Name and Surname

.....

RSA ID .....

DOMICILIUM .....

Full Name and Surname

.....

RSA ID .....

DOMICILIUM .....

Thus signed and dated at ..... on this  
the ..... day of ..... 20.....

In the presence of the undersigned witness.

1) Signed ..... 2) Signed .....

WITNESS: .....

***Please ensure that your credit application is fully completed with trade references and with the following copies.***

## **SUPPLY A COPY OF**

**A) COMPANY'S LIQUOR LICENCE,**

**B) INDIVIDUAL(S), MEMBER(S), TRUSTEE(S), DIRECTOR(S)  
IDENTIFICATION DOCUMENT,**

**C) VAT REGISTRATION CERTIFICATE (if applicable)**

**D) ENTITY'S REGISTRATION DOCUMENTS**

**E) THE APPROVAL OF THE CREDIT FACILITY IS SUBJECT TO SIGNING  
THE SURETY**

***We can't process an incomplete credit application without this documentation - this will also cause a delay of approval. Credit application approval will take 3 days.***

# ANNEXURE: STANDARD CONDITIONS OF AGREEMENT AND SURETY

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and The Wineries and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of The Wineries Winery (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by The Wineries and (g) these terms apply to all agents of The Wineries.
2. This Agreement only becomes final and binding on receipt and acceptance of this offer by The Wineries at their business addresses.
3. The Customer acknowledges that it does not rely on any representations made by The Wineries in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by The Wineries in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by The Wineries.
4. The Customer agrees that neither The Wineries nor any of their employees will be liable for any negligent or innocent misrepresentations made to the Customer.
5. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
6. The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represents the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
7. The Wineries shall be entitled in their sole discretion to split the delivery ordered in the quantities and on the dates they decide..
8. The Wineries shall be entitled to invoice each delivery actually made separately.
9. Any delivery note or invoice (copy or original) signed by the Customer or third party engaged to transport the goods and held by The Wineries shall be prima facie proof that delivery was made to the Customer.
10. If The Wineries agrees to engage a third party to transport the goods, The Wineries are hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by The Wineries.
11. The Customer indemnifies The Wineries against any claims against The Wineries that may arise from such agreement in clause (10).
12. The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by The Wineries, reduced to writing and signed by the Customer and a duly authorised representative of The Wineries.
13. The Customer is not entitled to set off any amount due to the Customer by The Wineries against this debt.
14. The Customer agrees that the amount due and payable to The Wineries may be determined and proven by a certificate issued and signed by any director or manager of The Wineries, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
15. The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to The Wineries and that interest shall be calculated daily and compounded monthly from the date that the debt first became due.
16. The Customer agrees that if an account is not settled in full (a) against order, or (b) within the period agreed, The Wineries are (1) entitled to immediately institute action against the Customer at the sole expense of the Customer, or (2) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other rights The Wineries have in terms of this Agreement or in law. The Wineries reserve the right to stop supply immediately on cancellation or on non-payment. Should the customer commit any breach of this contract and as a result the Company's Attorneys to institute action against the Customer for the recovery of any amount, the Customer hereby undertakes to pay Collection Commission at the rate of 10%(TEN PER CENT) plus Value Added Tax at the statutory rate on all payments which in terms of this Contract are to be paid to the attorneys of the Company, being Collection Commission to which the Company is legally liable, or alternatively has undertaken to pay to the Company's Attorneys. Should any letter or any other process not be capable of being served upon the Customer, necessitating that the Customer hereby undertakes to pay the costs of such tracing. The Customer hereby consents that the costs set out herein may be taxed against him, together with any other costs on the scale as between the Attorney and his own client, plus Value Added Tax at the statutory rate. The said collection commission is payable together with each instalment, and such payments are applied first to the payment of collection commission, thereafter in respect of tracing fees, such as there may be, thereafter the costs of re-issue of process, thereafter costs on and Attorney and Client scale, thereafter interest and finally in respect of the CAPITAL SUM.
17. A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions above and all amounts then outstanding shall immediately become due and payable.
18. The Wineries shall be entitled to withdraw credit facilities at any time within their sole discretion.
19. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and value of the goods at the time of the repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods shall be deemed to be the value placed on them by a sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil. In event of cancellation of the Agreement by The Wineries, they shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.
20. All goods supplied by The Wineries remain the property of The Wineries until such goods have been fully paid for.
21. The Customer agrees that no goods may be returned to The Wineries for a credit/refund/replacement after a period exceeding 90 days from date of delivery.
22. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of The Wineries in the goods.
23. The Customer shall be liable to The Wineries for all legal expenses on the attorney- and own-client scale incurred by The Wineries in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforce ability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including any stamp duties, for any form of security that The Wineries may demand.
24. The Customer hereby consents to the storage and use by The Wineries of the personal information that it has provided to The Wineries for establishing its credit rating and to The Wineries disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that The Wineries will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
25. The Customer hereby consents that The Wineries can provide personal information of the Customer to third parties, if the Customer has indicated The Wineries as a trade reference to third parties and the Customer agrees that The Wineries will not be liable for the good faith disclosure of any of this information to such third parties.
26. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
27. Any order is subject to cancellation by The Wineries due to acts of God or any circumstance beyond the control of The Wineries, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
28. Any order is subject to cancellation by The Wineries if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
29. The Customer agrees that The Wineries will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 27 or 28 occur.
30. This Agreement and its interpretation is subject to South African law.
31. The Customer hereby consents that The Wineries shall have the right to institute any legal action in either the Magistrate's Court or the Cape Town Local Division of the High Court at their sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.
32. Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
33. The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
34. The Customer undertakes to inform The Wineries in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, The Wineries reserve the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

I/We, the undersigned

- 1) .....
- 2) .....

In my/our capacity as

- 1) .....
- 2) .....

In my capacity as (sole proprietor / director / partner / member)\*, hereby agree to the terms and conditions above on behalf of the applicant and acknowledge that the information furnished in this application is material and that The Wineries will rely on it in considering to extend credit facilities.

Signed at .....

this ..... day of ....., 20.....

\*if other, please provide resolution or minutes granting authorisation