



# BERGLAND TUINE (PTY) LTD.

Turf Supply, Civil and Landscaping Contractors

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**Website** http://www.bergland.co.za

**Farm Address** Hillclimb Drive, Delporton, Krugersdorp  
**Reg. Number** 1972/000168/07  
**VAT Reg. No.** 419 010 2816  
**CIDB Reg. No.** 130825

## APPLICATION FOR CREDIT FACILITIES AND DEED OF SURETYSHIP

Application to open a account with BERGLAND TUINE (PTY) LTD, REGISTRATION NUMBER 1972/00168/07

### COMPANY DETAILS:

Trading name of business:

Registered name of business:  (Hereinafter "The Company")

Business type (Close corporation/ (Pty) Ltd./ Partnership, etc.):

Registration number:  VAT Number:

Postal address:  Code:

Physical address:  Code:  (*Domicillium citandi et executandi*)

Telephone number:  Fax number:

Email address:  Website:

Date business established:

Name and contact details of auditors:

Bankers:  Account number:

Branch:  Branch code:

Account type:  Private banker:

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Directors: GL Roos, JL Roos

**DIRECTORS/MEMBERS/PARTNERS/OWNERS**

Name	ID Number	Residential Address	Shareholding

**TRADE REFERENCES**

Company name	Contact person	Telephone number	Facility held

Credit limit required:

Name of person responsible for paying accounts:

Buyers name:

I/ We, the undersigned, in my/our capacity as \_\_\_\_\_, of the Company, acting on behalf of the company and duly authorized hereto, do hereby warrant that the information and particulars herein contained are in all respect true and correct, Payment will be WITHIN 7 DAYS FROM STATEMENT DATE and interest will be charged on overdue amounts at a rate of 2.5% per annum above the prime overdraft rate.

A certificate of balance signed by the manager of **BERGLAND TUINE (PTY) LTD** reflecting the amount due and payable and the interest rate shall be prima facie evidence thereof for the purpose of judgment and provisional sentence.

In the event of **BERGLAND TUINE (PTY) LTD** taking steps for the recovery of the amount, the company shall be liable for legal costs as between attorney and own client.

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I/ We having renounced the benefits of exclusion and division , hereby binds myself/ourselves jointly and severally as surety and co-principal debtor in solidium with the company unto in favour of **BERGLAND TUINE (PTY) LTD, REGISTRATION NUMBER 1972/00168/07**, it's successors in title or assigns, for the due performance by the company for all its obligations to **BERGLAND TUINE (PTY) LTD, REGISTRATION NUMBER 1972/00168/07**. The signatory(ies) warrant that he/they have duly signed a separate "Deed of Surety" unto and in favour of the supplier.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_.

Signature:	<input type="text"/>	Signature:	<input type="text"/>
	(As director and surety)		(As director and surety)
Name:	<input type="text"/>	Name:	<input type="text"/>
	(Being duly authorised to sign this document)		(Being duly authorised to sign this document)
Capacity:	<input type="text"/>	Capacity:	<input type="text"/>

## TERMS AND CONDITIONS OF SALE

### 1. Agreement

These terms and conditions represent the entire agreement between BERGLAND INSTANT LAWN having its registered office at Hillclimb Drive, Delporton, Kugersdorp, (hereinafter referred to as "the supplier") and \_\_\_\_\_ (hereinafter referred to as "the customer "). No changes made shall be of any force or effect unless reduced to writing and signed by both parties concerned.

### 2. Payment

Payment will be made strictly in accordance with the provision of the credit agreement between the supplier and the customer. Should no credit agreement exist or should such agreement have been cancelled by the supplier and notice to that effect given to the customer, all purchases are made COD. All payments shall be payable in cash unless otherwise stated by the supplier and shall be paid by the customer free of exchange in South African currency at the suppliers address on the face hereof or any other place agreed upon in writing by the supplier.

### 3. Prices

Although every attempt will be made to keep all prices as stable as possible, the supplier reserves the right to increase , decrease or amend any price without notice.

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#### **4. Quotations**

All quotations shall be valid for seven days from the date of quote.

#### **5. Surety**

THE SIGNATORY/IES, having renounced the benefits of exclusion and division, hereby binds himself/themselves jointly and severally as surety and co-principal debtor in solidum with the customer unto in favour of the supplier, it's order or assigns, for the due performance by the customer for all its obligations to the supplier. The signatory/ies warrant that he/they have duly signed a separate "Deed of surety" unto and in favour of the supplier.

#### **6. Breach**

If the customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrender his estate , or being a partnership, is dissolved, or being a company or close corporation is placed under a provisional or final order of judicial management or liquidation, or compromises or attempts to compromise generally with it's creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944 as amended is issued against the customer, or if he commits or permits any act that may prejudice the rights of the supplier – then in any of these events the supplier may summarily cancel the contract by giving the customer written notice to that effect, without prejudice to any right which it may have as a result of that breach or cancellation. Furthermore, the supplier shall be entitled to suspend delivery, services and/or hire while the customer is in breach of any of the terms of any contract between it and the supplier. In the event of a breach and without restricting or revoking any other rights the supplier may have in law, the supplier shall have the right to claim from the customer the following costs:

- If payment by cheque is referred to drawer for whatever reason, an amount of R60.00 per affected cheque;
- If the customers' debit is returned due to lack of funds, an amount of R60.00
- If default necessitates a telephonic contact by the supplier, an amount of not more than R50.00 per call
- If default necessitates a personal visit by the supplier, an amount of R100.00 per visit subjects to the maximum costs recoverable in terms of the Magistrate's Court act 32 of 1944 as amended, Attorney's Act 33 of 1979 and Debt Collections act 114 of 1998.

#### **7. Default**

In the event of any default, the supplier is hereby authorized to furnished the name, credit record and repayment history of the customer to a credit bureau as a delinquent debtor.

#### **8. Variation**

No variation of these terms and conditions shall be force or effect unless it is recorded in writing and signed by the supplier's authorized office for the time being. No representative, agent or salesman of the supplier has the authority to waive or vary any of these conditions or make any representations whatsoever on behalf of the supplier.

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## 9. Jurisdiction

The customer hereby consents, in terms of Section 45 of the Magistrates' Court Act of 1944 as amended to the supplier instituting any proceedings arising out of this contract in the Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. The supplier however reserves the right, in his sole discretion, to institute any action arising from this agreement in the High Court of South Africa.

## 10. Domicile

For all purposes under this agreement including giving of any notice, the services of any process and for any other purposes arising from this agreement, the customer hereby chooses domicillium citandi et executandi at the physical address of the customer as stipulated on the face hereof.

## 11. Services

Any notice addressed by the supplier to the customer shall – if delivered by hand at the address of it's domicillium be deemed to have been duly received by the addressee on the date of delivery, or if posted by prepaid registered post to the addressee's domicillium be deemed to have been received by the addressee on the third day following the date of such posting.

## 12. Warranty

The supplier does not make any representations, unless expressly given in writing, or give any warranty or guarantee of any nature whatsoever in respect of the goods or services or their suitability for any purpose, whether that purpose is notified to the customer or not. If any such warranty or guarantee is given by the supplier and all or any part of the goods fail for any reason whatsoever to comply with that warranty or guarantee, then the customer must notify the supplier orally within forty eight (48) hours, and thereafter in writing within seven (7) days after the customer becomes aware of the fact that the goods in question do not comply with warranty or guarantee.

The supplier may inspect the goods in question at the customer's premises. Subject to compliance by the customer with the above, the supplier shall in its discretion, either remedy that failure by adjusting, repairing or replacing those goods, or refund the whole or part ( as the case may be) of the contract price paid to it by the customer in respect of such goods.

Any warranty or guarantee expressly excludes damage or loss of any kind whatsoever resulting from acts of nature, malicious damaged, theft, vandalism or the use of the goods for any purpose other than that for which the goods were designed or manufactured.

In this regard the customer warrants that he is fully aware of the capabilities, specifications, functions and the intended purpose of the goods.

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**13. Certificate of Indebtedness**

A certificate signed by any authorized representative of the supplier shall be prima facie evidence of the amount owing to the supplier by the customer including any interest and costs for the purposes of judgement, including provisional sentence or summary judgement, and of claims against insolvent or deceased estates. Proof of the appointment or authority of the signatory shall not be required in such certificate.

**14. Waiver**

The customer hereby waives the benefits of the legal exceptions of non numeratae Pecuniae, non causa debiti, errore calculi, de duobus vel pluribus reis debendi, review of accounts and no value received and hereby declares himself to be fully acquainted with the meaning thereof and of this waiver.

**15. Ownership**

The goods remain the sole property of the supplier unless paid for in full by the customer. The customer shall not be entitled to burden the goods under any lien, guarantee or surety unless paid for in full.

**16. Repossession**

Upon the cancellation of the contract for whatsoever reason the supplier may repossess the goods (where applicable) if ownership has not been passed to the customer. Costs for such repossession shall be for the Customer's account.

**17. Interest**

The customer shall pay interest on all overdue accounts at a rate of 2.5% per annum above the prime overdraft rate of the suppliers' financial institution namely First National Bank, calculated on the daily balance and capitalized monthly. The customer further agrees that in the event of his/her default in any respect towards, the supplier, the owner of such may, without notification of any kind, cease all work on the applicable project/supply Instant Lawn until all monies and interest due to the supplier have been paid in full.

**18. Legal cost**

Should it be necessary for the supplier to instruct an attorney or any other collection agents to collect any amounts, all legal fees, collection commission and tracing fees as between attorney and own client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges to interest and finally to capital.

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**19. Acceleration**

The customer hereby acknowledges that should any amount not be paid, the full amount owing by the customer to the supplier shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due .

**20. Delivery date**

Any given delivery date or date of commencement is approximate only; time is not of the essence of the agreement unless expressly agreed upon in writing by the supplier.

**21. Relaxation**

No relaxation, latitude, extension of time or indulgence granted by the supplier to the customer and/or the surety/ies shall be deemed to be a waiver of any rights of the supplier in terms of this agreement and such relaxation or indulgence shall not be deemed to be negation of any of the terms and conditions of the agreement.

**22. Waiver**

Any recommendations, formula, figure, advice, specification, illustration, diagram, pricelist, dimension, weight or other information furnished by the supplier is approximate and for information only and unless otherwise expressly stated, does not form the basis or part of the agreement. The supplier shall not be liable under any circumstances whatsoever for the loss or damage arising out of the use by the customer of any material or information referred to above whether furnished negligently or otherwise.

**23. Indemnity**

The customer acknowledges that the supplier has no liability arising from the use of the goods or equipment purchased from the supplier.

**24. Content**

Although the provisions of these terms and conditions are self explanatory, the customer warrants that he read and understands the provisions contained herein.

**25. Capacity**

The signatory warrants that he is the duly authorized representative of the customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with the supplier.

**26. Validity**

Invalidity of one or more of these provisions does not affect the validity of any other provision or these terms and conditions in its entirety.

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Thus done and agreed to at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_.

Signature:

Signature:

Name:   
(Being duly authorised to sign this document)

Name:   
(Being duly authorised to sign this document)

Capacity:

Capacity:

Witness:

Witness:

\_\_\_\_\_  
SUPPLIER

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