



LITTLE B'S BUBBLE TEA WHOLESALE

APPLICATION FOR
CREDIT FACILITY

FILL OUT THIS FORM AND EMAIL TO:

wholesale@littlebs.co.za

WITH COPY'S OF ID'S, CM, CK, VAT
CERTIFICATE, BANKLETTER & ELECTRICITY
BILL.

www.littlebswholesale.co.za | t: 012 004 0235 | e: wholesale@littlebs.co.za

PLEASE MARK APPLICABLE:

SOLE PROPRIETOR PARTNERSHIP (PTY) LTD COMPANY
PRIVATE (PTY) LTD TRUST CLOSED CORPORATION

FULL NAME OF THE BUSINESS: _____

TRADING NAME: _____

NATURE OF THE BUSINESS: _____

REGISTRATION NO.: _____ VAT NO.: _____

ESTABLISHED SINCE: _____ OWNED SINCE: _____

CONTACT NO.: _____ ADDISIONAL CONTACT NO.: _____

EMAIL: _____

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

ACCOUNTS DEP NAME: _____ TEL NO.: _____

AUDITORS/ ACCOUNTANTS: _____ TEL NO.: _____

NAME & ID NUMBERS OF PRINCIPLE SHAREHOLDERS / DIRECTORS / MEMBERS/ PARTNERS – ATTACH IF MORE THAN TWO.

FULL NAMES	HOME ADDRESS	ID NO.	TEL/CELL NO.
_____	_____	_____	_____
_____	_____	_____	_____

BANK/BRANCH: _____ ARE FINANCIALS AVAIALBLE _____(Y/N)

ACCOUNT NO.: _____ BRACH CODE: _____

TRADE REFERANCES: _____ TEL NO.: _____

CREDIT LIMIT REQUESTED: _____ PAYMENT TERMS: COD 7 DAYS 30 DAYS

FULL NAMES _____ ID NO.: _____ SIGNATURE: _____ DATE: _____

1. DEFINITIONS

1.1 In these General Conditions, unless the context Otherwise indicates

1.1.1 "Little Bs Wholesale" means Little B Wholesale (reg no 2022/ /07) of 15 Firwood Avenue, Hazelwood, Pretoria, Gauteng,0181.

1.1.2 "the Customer" means the party to whom any goods are sold or supplied by Little Bs Wholesale from time to time and includes any party towhom LITTLE BS WHOLESale has given a quotation,

1.1.3 "the goods" means any goods sold or delivered by Little Bs Wholesale to the Customer or to such other person as the Customer may direct; "the place of delivery" means the place of delivery indicated in the quotation or contract or so near thereto as the vehicle carryingthe goods can safely get;

1.2 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partner- ships and bodies corporate.

1.3 The head notes to the paragraph to this document are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.4 This document shall be binding on the executor administrators, trustees, liquidators, receivers successors-in-title or assigns or other legal representative of the Customer as fully and effectually as if they had signed this document in the first place and any reference herein to the Customer shall include all such persons.

2. APPLICATIONS OF THESE CONDITION

2.1 All quotations given by Little Bs Wholesale and all contracts entered into between Little Bs Wholesale and the Customer shall be subject to the terms andconditions and expectations contained herein.

2.2 All quotations issued by Little Bs Wholesale are not capable of acceptance so as to make a binding contract and all orders placed with Little Bs Wholesale require its acceptance before any contract arises.

3. PRICES

3.1 Unless otherwise agreed:-

3.1.1 All prices quoted or agreed shall be the net price payable in respect of the goods and shall be exclusive of VAT or any other taxes or duties applicable to the goods or the sale thereof, which shall be payables by the Customer. All amounts payable by the Customer to Little Bs Wholesale from time to time shall be paid free of bank commissions and withoutdeduction or set off to Little Bs Wholesale at its principal place of business from time to time within the specified terms agreed upon.

3.2 Little Bs Wholesale reserves the right to change its price from time to time without notice provided that no price change shall apply to anyof the goods in respect of which an order has been accepted by Little Bs Wholesale prior to such price change.

4. DELIVERY

4.1 In the event of Little Bs Wholesale agreeing to deliver the goods, Little Bs Wholesale will deliver or arrange for delivery of the goods to the place of deliverywhereupon the risk in the goods shall pass to the Customer.

4.2 The Customer shall take delivery of the goods at the place of delivery against tender of the delivery thereof.

4.3 The Customer agrees that the signature of an employee of the Customer on the official delivery note or waybill of Little Bs Wholesale, or thedelivery note or waybill of any authorized independent carrier will constitute due and proper delivery of the goods.

4.4 Ownership in the goods shall remain vested in Little Bs Wholesale until the Customer has paid for the goods in full in accordance with theseconditions.

4.5 Little Bs Wholesale shall not be liable to the Customer for any goods not delivered or shortages unless Little Bs Wholesale has been notified telephonically before the vehicle delivering the goods leaves the place of delivery and Little Bs Wholesale receives written confirmation of the same, within 24hours thereof.

4.6 All dates of delivery quoted or agreed by Little Bs Wholesale are given in good faith and all reasonable effort will be made to comply therewith but Little Bs Wholesale shall not be liable for any loss, damage or delay of whatsoever nature or however arising due to the failure of Little Bs Wholesale for any reason whatsoever to deliver or arrange for delivery of goods on or by the agreed or quoted dates of delivery.

5. LIABILITY

5.1 The liability of Little Bs Wholesale in respect of defective goods shall only extend to the replacement of any goods which are proved to the reasonable satisfaction of Little Bs Wholesale to be defective and Little Bs Wholesale shall not be liable for any loss or damage of whatsoever nature or howsoever arising from any defective goods.

5.2 Without in any way derogating from the provision of clause 5.1 Little Bs Wholesale shall not be liable for any injury, loss or damage of whatsoever the nature (whether special, direct, indirect ,consequential or otherwise) and same may arise or be caused, whether arising from the sale of the goods themselves or otherwise.

6. LIMITATION OF CLAIMS

Notice of any claim by the Customer in respect of Defective goods must be received by Little Bs Wholesale in writing not later than 24 hours after delivery of goods to the place of delivery, failing which, such claim by the Customer shall be deemed to be waived and absolutely barred.

7. CREDIT FACILITIES

7.1 All credit facilities granted to the Customer Shall be within the sole discretion of Little Bs Wholesale.

7.2. Any credit facilities granted to the Customer may be withdrawn by Little Bs Wholesale at any time without prior notice and Little Bs Wholesale reserve the right to review the extent, nature and duration of such Facilities at all times, without providing any reason therefore.

7.3. It is acknowledged by the Customer that the "maximum credit limit required" constitutes a guide only and the amount of credit extended by Little Bs Wholesale shall be solely within its own discretion. The Customer further agrees that any credit limit granted together with any extension thereof, shall constitute monies due, owing and payable by the Customer to Little Bs Wholesale.

8. DEFAULT

8.1 Should the Customer fail to pay any amount due to Little Bs Wholesale on the due date or commit a breach of any provisions of this document, then and in either such event Little Bs Wholesale shall be entitled, without prejudice to any of its other rights or remedies, to claim immediate payment of all amounts owing by the Customer to Little Bs Wholesale, whether payments of such amounts are due or not.

8.2 No fees, charges or interest shall be levied by Little Bs Wholesale on overdue payments owing for goods sold in terms hereof. This shall not derogate from Little Bs Wholesale' right to charge morae interest at the legal rate once a written letter of demand has been addressed to the Customer, placing the Customer in mora and calling for payment of overdue amounts.

8.3 A certificate signed by Little Bs Wholesale or any director of Little Bs Wholesale reflecting the amount of the indebtedness of the Customer to Little Bs Wholesale and the fact that the same is due and payable shall be conclusive proof for the purposes of Little Bs Wholesale obtaining provisional sentence or judgement against the Customer.

8.4 In terms of section 45 of the Magistrate's Court Act, No.32 of 1944 (as amended), the Customer hereby consents to the jurisdiction of the magistrate's court in respect of any other or proceedings which may be instituted by Little Bs Wholesale against the Customer.

8.5 Notwithstanding the provisions of clause 94 Little Bs Wholesale shall be entitled in its discretion to institute any action or proceedings against the Customer in any Supreme Court having jurisdiction.

8.6 The Customer shall be liable to pay Little Bs Wholesale or its attorneys on demand all tracing fees, and cost on an attorney/client scale and collection commission payable by Little Bs Wholesale in respect of any action or proceedings which may be instituted by Little Bs Wholesale against the Customer.

9. JOINT and SEVERAL LIABILITY

Where the Customer is a partnership or comprises more than two parties, the partners or parties, as the case may be, shall be jointly and severally liable to Little Bs Wholesale for the due and proper performance by the Customer of all its obligations to Little Bs Wholesale and such partners or parties shall be deemed to have renounced the benefits of excussion and division.

10. NOTICES and DOMICILIA

10.1 The Customer hereby chooses domicilium citandi et executandi ("domicilium ") for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from any contract conclude with Little Bs Wholesale at the physical address given overleaf.

10.2 The Customer shall be entitled from time to time by notice to Little Bs Wholesale to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante provided that such notice shall not become effective until 14 days after delivery thereof.

10.3 Any notice given to the Customer which:

10.3.1 is delivered by hand during the normal business hours of the Customer at its domicilium for the time being shall be deemed to have been received by the Customer at the time of delivery.

10.3.2 is posted by prepaid registered post to the Customer at its domicilium for the time being shall be deemed to have been received by the Customer on the fourth day after the date of posting.

10.3.3 where in terms, of this document or any contract concluded with the Customer any communication is required to be in writing, the term writing shall include communications by telegram, telex or facsimile. Communication by telegraph, telex or facsimile shall be deemed to have been received by the Customer one hour after the time of transmission.

10.3.4 no notice given by the Customer to Little Bs Wholesale shall be valid unless delivered at the principal place of business of Little Bs Wholesale and clearly marked "For the Attention of the Managing Director".

11. PROVISIONS

11.1 No alterations, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by the duly authorised representative of Little Bs Wholesale.

11.2 Little Bs Wholesale shall not in respect of any contract concluded with the Customer is bound by any undertakings, representations, warranties, promises or the like not agreed to in writing by Little Bs Wholesale or its duly authorised representative.

11.3 No indulgence, leniency or extension of time which Little Bs Wholesale may grant or show to the Customer shall in any way prejudice Little Bs Wholesale or preclude it from exercising any of its rights in future.

11.4 Should a conflict exist between any terms agreed to by Little Bs Wholesale and the Customer outside this agreement and that of the conditions contained herein, the General Trading Terms and Conditions shall be binding on all parties.

Little Bs Wholesale has the Customer's consent at all times to contact and request information from any persons, credit bureaus or business, including those mentioned in the credit application form and to obtain any information relevant to the Customer's credit assessment including but not limited to information regarding the amount purchased from supplier, length of time Customer has dealt with supplier, type of goods and manner and time of payment.

DATE

INITIAL

DEED OF SURETYSHIP

1. We, the undersigned, do hereby interpose and bind ourselves to Little B Wholesale (Pty) Ltd, (Little Bs Wholesale), its orderor assigns, as surety jointly and severally in solidum and co-principal debtor for the due payment by the Customer_ Registration No _____ (hereinafter referred to as the Debtor), to Little Bs Wholesale for all such sums of money which at any time be or become owing from the Customer to Little Bs Wholesale from any cause whatsoever including any damages suffered by Little Bs Wholesale.

2. We renounce the benefits of excussion and division, cession of action or de duobus vel pluribus reis debenti, the meaning and effect of which we declare ourselves to be fully acquainted with.

3. We declare that this Surety shall remain in force for an unlimited period or until Little Bs Wholesale shall notify us in writing of our release, irrespective of any intermediate payments or temporary cancellation of any indebtedness between Little Bs Wholesale and the Customer.

4. We hereby acknowledge the content of clause 7.3 contained in the General Trading Terms and Conditions and agree that the same is binding on us and any indulgence granted by Little Bs Wholesale to the Customer outside those conditions shall not constitute a waiver of any of Little Bs Wholesale’s rights in respect of its claim against us.

5. We hereby consent in terms of Section 45 of Act 32 of 1944 to any legal proceedings against us being issued out of a Magistrate’s Court having jurisdiction.

6. A certificate duly signed by a director of Little Bs Wholesale indicating the amount of indebtedness in respect of any amounts owing by the Customer, shall be sufficient evidence for purposes of obtaining judgment.

7. In the event of Little Bs Wholesale instituting action to exercise its rights arising hereunder, we shall be liable for all legal costs incurred on the basis of attorney and client, including collection commission.

8. We choose as our domicilium citandi et executandi for all purposes hereunder the addresses appearing next to our signatures.

Thus signed at _____ on this the ___ day of _____ 20__

(full address) _____

Full Name : _____ I.D No.: _____

Signature-Surety

Thus signed at _____ on this the ___ day of _____ 20__

(full address) _____

Full Name : _____ I.D No.: _____

Signature-Surety