

Application for supply of products + purchase facilities from Health and Herbs.

Kindly complete this application & initial each page (5 Pages)

(All details supplied in this application will be treated in the strictest confidence and any facilities granted will be at the sole discretion of the Company).

TERMS AND CONDITIONS OF SALE

Health and Herbs hereinafter referred to as "The Company", reserves the right to vary or terminate any credit terms or facilities in the event that The Applicant defaults or breaches the terms of this agreement.

The Applicant agrees to notify The Company, in writing or E-mail, of any change in status of The Applicant, or of any change in information given in the application. The notification should reach The Company within 7 days of The Applicant becoming aware of the change.

The Applicant acknowledges and agrees to notify The Company in writing of any change in ownership of The Applicant/Applicants business. The full amount in debtness by the applicant becomes due and payable to the Company. Should any change in ownership of the business not be notified to The Company and acknowledged by The Company within 7 days, there will be deemed to have been no change, and The Applicant will remain liable for all goods delivered to The Applicant's address until notification of such change is acknowledged by The Company.

The Applicant, by signature hereto, consents to the Jurisdiction of the Magistrate's Court notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court. The Company nevertheless reserves the right to institute action against The Applicant in any division of the High Court having jurisdiction.

The Applicant agrees that in the event of the account falling into arrears, that is not being paid within the credit period allowed by The Company to The Applicant from time to time or within 30 days, whichever period is the lesser, interest will be charged on the account at the prime interest rate as publish by ABSA Bank from time to time, which interest shall commence from the date the goods are supplied to The Applicant and shall accrue until payment is received by The Company, and future supply of products will be suspended. Ownership of the goods will not pass to the applicant until the Company has received payment in full.

If The Applicant breaches any of the terms or conditions of this agreement, The Applicant is provisionally/finally sequestrated/liquidated/placed under provisional/final judicial management or under curatorship, then the full amount of The Applicant's indebtedness to The Company from whatever cause shall immediately become due, owing and payable to The Company.

The Applicant agrees that should he/she at any time, fall into arrears the Company/its agent/representative may summarily and without notice take repossession of any goods supplied to Him/Her by The Company.

The Applicant hereby elects and appoints his delivery address given on the Application Form as his domicilium citandi et executandi at which all notices and/or legal process under or in connection with the agreement may be delivered to or served upon The Applicant. Any notice sent to such address by prepaid registered mail or email shall be deemed to have been received by The Applicant on the 4th day after mailing or if hand delivered or emailed to such address shall be deemed to have been received on the date of delivery

The Applicant hereby acknowledges and agrees that:

The Company May :

- (i) Perform a credit search on The Applicant record with one or more registered Credit Bureau when assessing The Applicant's application for credit.
- (ii) Monitor The Applicant's payment behavior by researching his/her record at one or more of the Credit Bureaus.
- (iii) Use new information and data obtained from Credit Bureau in respect of The Applicants future credit terms, if any.

Notwithstanding anything herein contained The Company shall be entitled in its sole and absolute discretion at any time to vary or terminate any credit/account facilities/terms in respect of The Applicant.

Goods when delivered to the Applicant by Agent or carrier as nominated by the Applicant shall be responsible as from the time of such delivery for all loss or damage thereto, however arising. Claims on damages must take place 48Hrs from delivery. Unless otherwise agreed, goods are supplied on account, subject to payment being made in full, without deduction and bank charges, within thirty days of the date of first invoice relating thereto. To combat fraud contact us to verify our banking details before making payment. The applicant is still responsible for the full indebtedness if payment was made into the wrong account.

No cash payments are to be made / given to the Courier Company. We will not be responsible for losses.

The sale of goods is the responsibility of the Applicant and we do not have a sale policy.

Goods may only be returned if the stock was damaged during transport from us. These claims need to reach us within 48 hours with a photograph attached to enable us to claim from the transporter.

All orders must be faxed or emailed through with its correct codes

We do not accept responsibility for mistakes which may occur on telephone orders or orders placed without the product code

Accounts owing by the applicant must be settled first before any new or additional orders will be released. If any provision hereof is held or found to be unenforceable or unlawful by any Court of Competent Jurisdiction this shall not affect any other provision hereof all which shall remain and continue of full force and effect.

All words, terms and phrases used herein importing any gender shall include any other gender and words, terms and phrases referring to natural persons shall, where appropriate, refer to or include partnerships, association, companies and close corporations.

Application for Credit

Kindly complete this application & initial each page

(All details supplied in this application will be treated in the strictest confidence and any facilities granted will be at the sole discretion of the Company).

Full registered name and address.							
Trading name of business							
Physical Address (No. & street)							
.....							
Postal Address:							
.....							
Telephone:				Fax:			
Email address:							
Name of contact person (Accounts)						Tel:	
Name of contact person (Buyer)						Tel:	
Nature of business:							
Bank:				Branch			
Account Nr				Branch Code.....			
Auditors/Accountants name: T:							
Sole Owner		Partnership		Pty Ltd		Close Corp	
Vat No:				Co.Reg number			
Year Commenced business				Practice No			
Details of Owner / Directors/Partners/Practitioners							
Title :Name				Surname			
Home Address							
Tel (h)Tel (C) I.D no							

Title :Name Surname

Home Address

Tel (h)Tel (C) I.D no

Title :Name Surname

Home Address

Tel (h)Tel (C) I.D no

Trade references

Name: Tel:

Name: Tel:

Name: Tel:

Credit Limit Required: R

Statement Period: Applicant agrees to settle outstanding invoices no later thandays from date of invoice.

I/We(Full name) as signatory, warrant that I/We am duly authorized hereto and by my/our signature warrant that the information set out in this application is true and correct and that there has been no omission or misrepresentation. I/we acknowledge that personal liability may arise from any omission or misrepresentation in this application. The applicant, by signature hereto, acknowledges that he/she has read and understands the terms and conditions of sale, accepts same and shall be bound thereby.

Signed at:thisday of

.....
Print Full Name

.....
Signature

.....
Print Full Name

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Signature

.....
Print Full Name

.....
Signature

.....
Print Full Name

.....
Signature

In the case of a Company or Close Corporation, a Deed of Personal Suretyship is required:

I, the undersigned, do hereby bind myself, jointly and severally, as Surety in solidum and Co-Principal Debtor for the payment on demand of all sums of money, which the Registered name of Company/Close Corporation:

.....
Reg No.....(Hereinafter referred to as "The Debtor") may now or from time to time hereafter owe to Health and Herbs, arising from any cause of indebtedness whatsoever, whether now existing or which may come into being in the future, provided that the total amount recoverable nevertheless from me hereunder shall not exceed the full indebtedness from time to time owing the said debtor, together with interest, discount, commission, legal costs, stamps and all other necessary or usual charges and expenses.

I undertake and agree that in the event of the insolvency or liquidation of the Debtor, or it being placed under judicial management, I shall not be entitled to prove any claim against the Debtor for any amounts I may be called upon to pay under this Suretyship until all amounts and other charges as herein before set out, due to you by The Debtor shall have been paid in full.

I hereby agree that any Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court Act shall have jurisdiction in any proceedings that might be instituted in terms of this agreement or any breach thereof, irrespective of the amount involved or the nature of the claim.

I hereby declare that this deed was either completed by myself/ourselves or completed in my/ our presence and I/we are not prohibited by law to complete this deed.

I choose domicilium citandi et exectandi for all purposes under the Deed of Suretyship at
.....(physical address).

Signed at On this, the day of20.....

Applicant: Full Name..... Signature
I.D:

Witness: Full Name Signature:
I.D: