



# RESTAURANT SUPPLIERS

## Credit Application

N1 Restaurant Suppliers (Pty) Ltd  
Company Reg. No. 2010/019283/07 VAT Reg. No. 4320 2577 38

**Cape Town**  
A 6 Pepper Place, Montague Gardens, Cape Town, 7441, South Africa  
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**Jo'burg**  
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### Company Details

Holding Name	
Trading Company	
Postal Address	Delivery Address
Code	Code
Phone Number	Fax Number
Type of Business	Public Company <input type="checkbox"/> (Pty) Ltd <input type="checkbox"/> CC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/>
Company Registration Number	VAT Number

### Name(s) of Partners, Directors or Owner (Stipulate Capacity)

1) Name/Capacity	2) Name/Capacity
Identity Number	Identity Number
Cell Number	Cell Number
Email	Email
Estimated Monthly Purchase R	Terms 7 Days <input type="checkbox"/> 14 Days <input type="checkbox"/> <input type="checkbox"/>

### Trade References (Please list major Creditors and at least one in a similar business)

1) Name	Address	Phone Number	Terms
2) Name	Address	Phone Number	Terms
3) Name	Address	Phone Number	Terms
4) Name	Address	Phone Number	Terms

### Bank Details - Customer

Bank Name	Account Number	Branch	Branch Number
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### Accounts Department Details

Name of person(s) responsible for Account payments	
Accounts Email	Direct Line
I hereby certify that all of the above information is correct and that I/we agree to the terms and conditions of sale, contained on the reverse side.	
Date	Signature (Director/Owner)
Name and Title	

### OFFICIAL USE ONLY

Account Number	Credit Limit	Terms	Rep.
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# Terms and Conditions of Sale

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- 1** The person(s) signing the application for credit are authorised to do so, and thus binds the debtor to these Terms and Conditions.
- 2** The debtor warrants that the information given overleaf, is accurate and will notify N1 Restaurant Suppliers (Pty) Ltd in writing of any change of details shown overleaf including the change of ownership or address.
- 3** The law of the Republic of South Africa will apply to all dealings between the debtor and N1 Restaurant Suppliers (Pty) Ltd.
- 4** The Debtor acknowledges that should Credit Facilities be granted as a result of this application, that they may be withdrawn by N1 Restaurant Suppliers (Pty) Ltd at any time without prior notice or issuing of reasons and that the decision to grant Credit Facilities is at the sole discretion of N1 Restaurant Suppliers (Pty) Ltd.
- 5** The debtor acknowledges that should it become necessary for N1 Restaurant Suppliers (Pty) Ltd, to proceed against him in a court of law at any time, the whole amount outstanding on the account will immediately become due and payable notwithstanding the fact that a portion of the amount would not be due and owing in accordance with the agreed terms.
- 6** The Debtor agrees that should any amount due by him become overdue that N1 Restaurant Suppliers (Pty) Ltd reserves the right to claim immediate payment on demand for the total outstanding at the time, whether payment is due or not.
- 7** The Debtor agrees that the signature of an employee of the Debtor on N1 Restaurant Suppliers (Pty) Ltd official delivery note, invoice, way-bill or the way-bill of any authorised carrier will constitute delivery of the goods and that the payment for those goods will be according to the agreed terms.
- 8** The Debtor agrees that N1 Restaurant Suppliers (Pty) Ltd shall in no way be liable for any loss of profit or any damage direct or indirect suffered by the Debtor.
- 9** The Debtor agrees that in respect of any overdue amount N1 Restaurant Suppliers (Pty) Ltd shall be entitled to charge interest at the maximum rate allowed from time to time subject to the limitations and disclosure of Financial Charges Act No. 73 of 1968 as amended or any applicable legislation.
- 10** I, by my signature hereto, hereby bind myself in my private and individual capacity as surety for and co-principle Debtor in solidum with the Debtor in favour of N1 Restaurant Suppliers (Pty) Ltd for the due performance of any obligation of the Debtor and for the payment to N1 Restaurant Suppliers (Pty) Ltd of any amounts which may at any time become owing to N1 Restaurant Suppliers (Pty) Ltd by the Debtor from whatsoever cause arising from and including, but without limiting the generality of the afore going, any claims for damages and actions against the Debtor acquired by way of cession, this suretyship shall be continuing covering guarantee/ surety which may only be cancelled in writing by N1 Restaurant Suppliers (Pty) Ltd and only provided that all sums then owing by the Debtor, whether due or not, to N1 Restaurant Suppliers (Pty) Ltd have been paid in full hereby renounce the benefits of the legal exceptions "Not Causa Debiti", "Ordinnis Seu Excussionis Et Divisions" and "Cession of Action" with the force, meaning and effect of which I declare myself to be fully acquainted, I furthermore bind myself irrevocably to all of the Terms and Conditions of sales set out.
- 11** The Debtor agrees that no representations or warranties have been made by N1 Restaurant Suppliers (Pty) Ltd unless set out herein.
- 12** I furthermore record that if more than one person has appended his/her signature hereto, there shall come into existence a separate distinct and independent contract of suretyship/guarantee which is brought into existence by each separate signature hereto. If for any reason this suretyship/ guarantee is not binding (for whatsoever reason), then the obligation of the remaining signatories shall nevertheless be and remain of full effect.
- 13** The Debtor agrees to adhere to N1 Restaurant Suppliers (Pty) Ltd's standard Terms of Sale which are agreed upon at the signing of this application.
- 14** The debtor agrees that the terms hereof for the basis of the Conditions of any sale to the Debtor and cannot be varied in any way by the Debtor.