

Purchaser Application and Standard Terms and Conditions

Name of Sales Person	
Date	



APPLICATION INFORMATION

Type of trading entity (tick applicable box)	Sole Proprietor		Partnership		Private Company		Close Corporation		Specify Other	
Registered Name										
Trading Name										
Registration No.					Vat Registration No.					
Nature of Business										
Holding Company Name										
Date Established					No. of staff					
Years Under Present Ownership					Annual Turnover					
Auditors					Contact Person and Number					
Physical Business Address										
Postal Address										
Delivery Address										
Contact Person					Designation					
Telephone Number					Facsimile					
E-mail Address					Website					
Bankers Name					Branch					
Account Type					Account No.					
How long has the bank account been established?										
Has security been given for any overdraft?	Yes	No		If "Yes", to whom and what form of security?						
Details of Directors / Members / Trustees / Partners / Owners										
Name	Designation	ID No.			% Holding			Residential Address		
Have any guarantees in favour of other suppliers been issued / signed by the applicant or any directors / members / trustees / partners / owners?		Yes	No	If "Yes", please specify?						
Are the assets of the applicant bonded or otherwise encumbered?		Yes	No	If "Yes", in favour of who?						

Have any Directors / Members / Trustees / Partners / Owners ever been declared insolvent	Yes	No	If "Yes", please specify?	
Are financial statements available for inspection	Yes	No	F.Y.E. Date	
Are the purchaser's business premises rented?	Yes	No	If "Yes", please provide the Name of Landlord and contact details.	

With reference to the Consumer Protection Act, where the applicant is a juristic person as defined in the CPA, do the assets and / or annual turnover of the applicant exceed R2 million, or the current threshold of the CPA?

Yes No

Please provide three current trade references

Reference Name	Monthly Spend	Contact Person	Address & Telephone Number

Please confirm credit facilities required

Operating Company	Initial Order Value	Estimated Annual Purchases	Credit Limit Required

The estimated monthly purchases and / or credit limits in this application are for the Trading Agent's consideration and planning purposes only, and are not binding upon the Trading Agent. The Trading Agent has the discretion to grant credit in any amount it deems fit.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	

The signatory hereto warrants that she/he has been duly authorized on behalf of the Purchaser and that the information set out herein is both true and correct. The signatory further accepts the standard trading terms and conditions of the Supplier and Trading Agent and/or any of its affiliates, acknowledges that the Purchaser has read and understood each term, accepts same as binding on the Purchaser and further consents to a credit report being obtained and submitted from/to a Credit Bureau.

For Office Use Only

Approved		Rejected	
Date Received		Date Finalized	
References Checked		Accountant Name	
Bank Report		Credit Guarantee	
Credit Limit		Terms	
Guarantees Obtained?		Comments	
Director Name		Director Signature	

STANDARD TERMS AND CONDITIONS

Name of Business	(the Purchaser)
Registration Number	

1. Definitions

- 1.1 **Supplier** means farmSPEC (Pty) Ltd, registration number 2018/521109/07, its successors in title, nominees and / or associate entities;
- 1.2 **Trading Agent** means International Trading Agency (Pty) Ltd, registration number 2018/040842/07, its successors in title and / or associate entities;
- 1.3 **Purchaser** means the party purchasing Product and/or Services from the Supplier
- 1.4 **Party** and **Parties** means the parties to this Agreement;
- 1.5 **Products** means the Products which are the subject of a sale between the Trading Agent and the Purchaser, which includes but is not limited to, plant nutrients, soil enhancers; growth regulators and related Products and where appropriate the furnishing of advice (**Services**) in respect of the use of the Products and application thereof using certain agricultural implements (the **Equipment**).

2. Interpretation and Application of the Standard Terms and Conditions

- 2.1 All Products purchased by the Purchaser shall be subject to these terms and conditions unless the Purchaser is a protected consumer as defined in Consumer Protection Act No. 68 of 2008 (**Consumer Protection Act**) (in which latter event, any of the terms and conditions contained herein which conflict with the said Consumer Protection Act will not apply).
- 2.2 Each provision contained herein is deemed to be incorporated in any transaction or supply of any Products.
- 2.3 These terms and conditions replace all previous terms of sale and apply despite anything to the contrary set out in any invoices, delivery notes and other stationery as may be imposed by the Purchaser.
- 2.4 Any conflicting provisions contained in other documentation or correspondence of the Purchaser shall be null and void unless such terms have been expressly reduced to writing and a non-electronic, hardcopy written version must be signed by means of handwritten signatures by or on behalf of the Parties.

TRADING AGENT TERMS

3. Ordering procedure

- 3.1 The Purchaser may place an order in respect of Products orally or in writing with the Supplier on behalf of the Trading Agent, which order if accepted by the Trading Agent, must be accepted by a duly authorized person acting on behalf of the Trading Agent in writing.
- 3.2 The Trading Agent may decline or accept the Purchaser's order in whole or in part.
- 3.3 Upon acceptance by the Trading Agent of an order, orders shall not be subject to cancellation or amendment by the Purchaser in any manner whatsoever without the prior written consent to such cancellation or amendment by a director of the Trading Agent.
- 3.4 Notwithstanding the acceptance of the cancellation or amendment of an order by the Trading Agent, the Trading Agent and Supplier shall be entitled to recover all damages incurred by it arising from or in connection with such cancellation or amendment, including but not being limited to all costs, expenses and loss of profit.
- 3.5 The Purchaser shall accept up to a 10% (ten percent) variance in quantity in any order placed with the Trading Agent.
- 3.6 The Purchaser must provide the Trading Agent with all the information relating to any order. Failure to provide any material information within seven days of a written request from the Trading Agent and / or the Supplier is a material breach and entitles the Trading Agent to cancel the order.

4. Prices and discount

- 4.1 The price of any Products sold by the Trading Agent will be the price sent to the Purchaser by the Supplier on behalf of the Trading Agent on confirmation of an order by the Trading Agent (**ruling price**). If there is any change in the ruling price between the date of order and the date of delivery note, the Trading Agent will notify the Purchaser.
- 4.2 Subject to clause 4.1 the Trading Agent may revise its price(s), including increasing of prices on reasonable notice to the Purchaser.
- 4.3 Regardless of the price and/or discount as reflected on the face of any invoice, statement of account and/or order, the Trading Agent will be entitled to enforce the prices and discounts which are relevant on the date of delivery of the Products.

- 4.4 The Purchaser is responsible for and undertakes to pay to the Trading Agent at the same time it is obliged to pay any sum in respect of Products supplied, any tax payable thereon in terms of the Value Added Tax Act 1991 or any replacement Act.
- 4.5 Without limiting the generality of any other conditions, the Trading Agent may at its discretion invoice the Purchaser in respect of all delivered portions of any order at such intervals as may be appropriate or convenient.
- 4.6 Prices are not subject to discounts unless agreed in writing by an authorised representative of the Trading Agent. Discounts will be forfeited by the Purchaser in the event that payment is delayed.
- 4.7 In the event of any increase in the input costs of the Products and/or a fluctuation in the exchange rate causing an increase in the input costs the Trading Agent shall be entitled to amend the purchase price of the goods by giving the necessary notice to the Purchaser in respect thereof.
- 4.8 Quotes given are estimates only and are only valid for the period set out in that quote. The actual price payable for the Products is always the price set out in clause 4.1.

5. **Payment and interest**

- 5.1 Notwithstanding delivery as contemplated by clause 12, payment of the purchase price shall be in accordance with the terms reflected on the statement submitted by the Trading Agent to the Purchaser, *alternatively*, within the time period as agreed to in writing between authorised representatives of the Purchaser and Trading Agent provided that such period shall never exceed 30 days after date of statement, free of deduction, setoff and bank exchange in South African currency in cash into the bank account of the Trading Agent, or such other bank account as the Trading Agent may from time to time nominate.
- 5.2 If the Purchaser fails to pay any amount owing to the Trading Agent on the due date, the Trading Agent shall be entitled to instruct the Supplier to suspend delivery of any order or part thereof.
- 5.3 The Trading Agent reserves the right to unilaterally rescind the Purchaser's credit facilities to the Purchaser and to request that the Purchaser pay in advance of delivery or provide adequate security for payment of the purchase price.
- 5.4 Unless the National Credit Act No 34 of 2005 (**National Credit Act**) is applicable, an amount not paid on due date shall, at the discretion of the Trading Agent, shall bear interest from the due date until it is paid in full at the rate of 2 percentage points above the prime interest rate as publicly quoted by the South African Reserve Bank from time to time, calculated per annum and compounded monthly in arrears. Where purchases are made for the account of a third party, the Purchaser will nevertheless remain liable for payment. Payment shall only be effective on the day it is received by the Trading Agent. All payments received from the Purchaser shall be appropriated firstly towards costs, interest and then capital. All payments appropriated for the payment of outstanding capital, will first be applied to the oldest outstanding capital.
- 5.5 In all cases where the Purchaser uses an electronic banking facility or similar banking service to effect payment, such bank shall be deemed to be the agent of the Purchaser.
- 5.6 A certificate signed by a representative of the Trading Agent (whose authority need not be proved), confirming the total debt owing by the Purchaser at the date of the certificate shall be sufficient and satisfactory proof to enable the Trading Agent to obtain provisional sentence or judgment against the Purchaser.
- 5.7 The Trading Agent is entitled to, under any circumstances and for the duration of this Agreement, to apply set off in respect of any costs, damages, expenses or amounts that might be due by the Purchaser to the Trading Agent.

6. **Products delivered but not yet paid for**

- 6.1 The Purchaser shall, immediately on delivery of the Products for which payment in full to the Trading Agent remains outstanding:
- (1) notify any landlord of the premises in which the Products are stored that ownership of the Products remains with the Trading Agent;
 - (2) store the Products in a separate or marked off area so that they are easily identifiable;
 - (3) take out and maintain adequate insurance over the Products;
 - (4) take whatever steps are necessary to ensure that no lien or hypothec is exercised over such Products by any other person whatsoever and that the Products remain unencumbered.
- 6.2 If the Products are sold by the Purchaser, the purchase price paid for the Products must be paid into a separate banking account of the Purchaser and designated for the payment to the Trading Agent.

7. **Ownership**

Ownership of all Products delivered will not pass from the Trading Agent to the Purchaser until such time as the purchase price has been paid in full.

8. **Cession of book debts**

This Agreement is given by the Purchaser as security to the Trading Agent for the due performance by the Purchaser of all of the Purchaser's obligations. "Debts" shall mean all the right, title and interest in and to any claims of whatsoever nature and howsoever arising which the Purchaser may know of or hereafter have against any of the debtors of the Purchaser. The purchaser acknowledges cession of such debts by signing this Agreement.

9. **Obligations of the Purchaser in the on-sale of Products**

- 9.1 The Purchaser agrees to comply with all laws (national, provincial and local), by-laws, regulations, licenses, permits and any other requirements of any relevant authority applicable to the sale of the Products supplied to it.
- 9.2 Without limiting clause 9.1 the Purchaser agrees to comply with all of its obligations under the Consumer Protection Act.

10. **Disclaimer**

- 10.1 The Supplier has outsourced the trading activities of its business to the Trading Agent. The Trading Agent has agreed to fulfil this outsourced function.
- 10.2 Accordingly, the Purchaser indemnifies and holds the Trading Agent harmless against any cost, expense, loss, damage, liability or claim arising from the obligations of the Supplier and the Purchaser shall not be entitled to withhold and / or setoff any payment due to the Trading Agent arising from any breach of obligations by the Supplier. This disclaimer does not affect the Purchaser's statutory rights against the Supplier in terms of any of its obligations as detailed below.

SUPPLY TERMS

11. **Forecasting**

- 11.1 Where the Supplier supplies Products to the Purchaser on an on-going basis and with the object of meeting the Purchaser's requirements for such Products, the Supplier shall be entitled to rely on the forecasts and/or sales history supplied to it by the Purchaser to facilitate the Supplier's planning. Accordingly, the Purchaser accepts that it shall be obliged to purchase all Products already purchased and/or ordered for the Purchaser, notwithstanding that orders have not been placed with the Trading Agent.

12. **Delivery and risk**

- 12.1 The following shall apply to the delivery of Products:
- (1) Risk of loss or damage shall pass to the Purchaser on delivery to or collection by the Purchaser and or the Purchasers subcontractors.
- (2) In the event of dispatch by rail, delivery is free on rail, carriage forward, at the Suppliers factory or warehouse or placed upon any railway truck, whether in any railway siding or elsewhere.
- 12.2 Transport costs in respect of a consignment to any siding or stopping place where there is no railway station and transport costs where road transport is used, is payable in advance by the Purchaser but in such cases the Supplier may pay the costs which costs shall be in such cases be repaid by the Purchaser to the Supplier on demand.
- 12.3 On delivery the Purchaser shall sign a delivery note and such a delivery note signed by the Purchaser or any other person at the place of delivery shall be prima facie proof that the Products has been delivered in good condition.
- 12.4 If the Purchaser fails to take delivery of the Products ordered or in any way delays the delivery of the Products so ordered, then the risk in the Product shall immediately pass to the Purchaser who shall be liable to pay the Trading Agent for the Products as well as the reasonable cost of storing, insuring and handling the Products until delivery takes place, upon demand. The Supplier and Trading Agent will be indemnified against any loss or damage which may be suffered by the Purchaser resulting from such storage.
- 12.5 The Supplier where requested shall effect delivery of the goods to the Purchaser and the Supplier shall be entitled to employ the services of sub-contractors if, unable to do so itself, to effect delivery including off-loading, the costs of which the Purchaser shall be liable for.
- 12.6 The actual cost of the delivery where delivery of the Products is effected by the Supplier to the Purchaser at any place other than the premises of the Supplier shall be borne by the Purchaser with such costs to be paid by the Purchaser to the Trading Agent on demand and the Trading Agent reserves the right to charge the Purchaser with any other costs relating to the delivery of the Products to the Purchaser, including insurance premiums.
- 12.7 The Supplier may effect delivery of any Products in instalments and the Purchaser is obliged to accept delivery in instalments.

13. **Delay**

- 13.1 The Supplier shall take all reasonable steps, within its power to deliver on the required date but does not guarantee timely delivery. The Supplier shall not be liable for loss or damage as a result of any delay or any other default which may arise from circumstances completely or partly beyond the Supplier's control.
- 13.2 The Trading Agent reserves its right to cancel any order placed by the Purchaser, whether a specific delivery date has been agreed, or not, in which event the Purchaser will have no claim against the Trading Agent and furthermore, will indemnify the Trading Agent against any damages which the Purchaser might suffer, or any third party might suffer.
- 13.3 Any advanced payments made in respect of an order placed, will be deemed to be a cash sale and will be held in trust as a credit in the Purchaser's account, until such time as the Purchaser claims the amount, or in the event of the Products or Services not being sold or provided on or before a specific date as specified in the order. The Trading Agent will be entitled to effect set off of such amounts against any outstanding amounts due to the Trading Agent in the Purchaser's account.

14. **Damaging ingredients**

- 14.1 Although the Supplier will take reasonable precautions to ensure that the Products delivered will be free of damaging materials or ingredients, the Supplier and / or Trading Agent shall not be liable for any loss or damage, consequential or otherwise, suffered as a result of the presence of damaging materials or ingredients in the Products sold.
- 14.2 The Purchaser shall exercise due care in the usage of the Products and shall ensure that the application of the Products shall be undertaken only by competent properly trained licensed, qualified persons in the employ of the Purchaser and the Purchaser shall ensure compliance and/or procure compliance with the specifications and instructions and recommendations of the Supplier and/or any party nominated by the Supplier to supply the goods.

15. **Packaging**

- 15.1 The Supplier via the Trading Agent shall be entitled to charge for packaging, boxing and/or crating and where appropriate such packaging boxing and/or crating will be invoiced at the time of dispatch.
- 15.2 Packaging which must be returned to the Supplier will be indicated as such, will be invoiced at the time of dispatch and the cost of the returnable packaging will only be credited to the Purchaser if the returnable packaging is returned in reasonable condition to the Supplier within 7 (seven) days from the date of dispatch of the Products to the Purchaser.

16. **Other conditions**

- 16.1 The Supplier warrants that the Nitrogen, Phosphorous and Potassium ("NPK") content of the Products will comply with the requirements as prescribed by legislation from time to time and that the weight or volume of the Products will materially be as represented by the Supplier.
- 16.2 Save as provided in 16.1 above, the Products are sold "voetstoots" without any express or common law warranty concerning quality and suitability for any purpose. Subject to clause 16.3 below, the Purchaser indemnifies the Supplier and / or Trading Agent for any claims of third parties arising out of the supply of Products/fertilizer by the Purchaser to the third party from any course whatsoever or howsoever arising.
- 16.3 Should the Products not comply with one or both of the warranties in 16.1 or should the Products be defective in any other respect, the Supplier shall replace or supplement the defective goods free of charge but the Supplier and / or Trading Agent shall under no circumstances be liable for any loss or damage to crops, soil or property or injury resulting from the use or handling of the Products irrespective whether the Supplier or its representative acted negligently or not.

17. **Return of Products**

- 17.1 No claim resulting from damage to the Products, or containers or shortages arising during delivery shall be considered unless the delivery note has been signed by or on behalf of the Purchaser, the damages have been specified on the delivery note, and the claim is received by the Supplier within 21 days after receipt of the goods by the Purchaser.
- 17.2 The Purchaser shall not be entitled to return the Products without the prior written approval of the Supplier, which approval shall not be withheld if the Purchaser can prove that the damage or defect in respect of the Products which is the basis for the proposed return of the Products was in existence or had occurred prior to the delivery of the Products. If Products are returned contrary to what is provided for herein, the Supplier shall be entitled to store the Products at the Purchaser's sole risk and expense, with the Supplier via the Trading Agent being entitled to charge a reasonable amount for such storage and handling.
- 17.3 Products may not be returned by the Purchaser if they have been partially or entirely disassembled, physically altered, or mixed with any other Products.

- 17.4 Agreed returns must be delivered back to the Supplier within 30 days of the Supplier's approval whereafter no returns will be accepted.
- 17.5 The Supplier via the Trading Agent shall in its sole discretion be entitled to charge a handling fee of 10% (ten percent) on all returns.
- 17.6 The Supplier may, at its discretion, replace any defective Products or authorise the Trading Agent to reimburse the Purchaser after receipt of the defective Products from the Purchaser. The decision will be communicated to the Purchaser in writing and will be binding on the Purchaser.
- 17.7 Any Products returned to the Supplier by the Purchaser as "*defective*" that are in fact not defective, may be returned by the Supplier to the Purchaser at the Purchaser's risk and cost.
- 17.8 Products deemed to be "*defective*" by the Purchaser and then disposed of or sold without following the Suppliers return of merchandise procedures will retain their original sale value as invoiced by the Trading Agent.

18. **Cession**

- 18.1 The Supplier is entitled to cede any of its rights and obligation in terms of this Agreement to any person including its right of ownership to the Products.
- 18.2 The Purchaser however, will not be entitled, without prior written agreement with the Supplier to cede any of his rights and obligations in terms of this agreement to any persons.

19. **Exclusions.**

- 19.1 If any performance by the Supplier is prevented by any act of God, strikes, lockouts, shortened working hours, shortage of labour or materials, any default or delay in any subcontractor or suppliers of the Supplier, war, political or civil disturbances, or any other cause whatsoever beyond the control of the Supplier then the Supplier shall have the sole election either to cancel the order in question; or to extend the time for performance until the cause preventing or delaying performance ceases to apply.
- 19.2 The Purchaser's claim against the Supplier and / or the Trading Agent shall under no circumstances exceed the claims which the Supplier is entitled to make against the third party supplier who supplied the Products in respect of any defective Products *alternatively* the total value of any insurance pay-out, if any.

GENERAL TERMS RELATING TO THE PARTIES

20. **No Warranties**

- 20.1 The Supplier and Trading Agent give only those warranties required by the Consumer Protection Act (if the Act is applicable) and no other warranties.
- 20.2 The Purchaser must satisfy itself as to the fitness of the Products. Should the Purchaser request the Supplier to prove the performance levels of the Products, the Supplier will be entitled to levy a reasonable charge for this via the Trading Agent.

21. **Breach**

- 21.1 The Purchaser is in default if it breaches any clause of this Agreement and fails to remedy that breach within 5 (five) days of written notice calling it to do so and/or if:
 - (1) the Purchaser fails to pay any amount due to the Trading Agent on due date; or
 - (2) any cheque, promissory note or other bill of exchange to the Trading Agent in respect of any indebtedness of the Purchaser under any contract or order is dishonoured by non-payment; or
 - (3) the Purchaser's estate is provisionally or finally sequestrated or it is placed in provincial or final liquidation or is under business rescue proceedings; or
 - (4) the Purchaser commits an act of insolvency contemplated in terms of Section 8 of the Insolvency Act; or
 - (5) the Purchaser enters into any compromise with its creditors; or
 - (6) the Purchaser fails to satisfy any default judgment granted against it within seven days after date of judgment.
- 21.2 If the Purchaser is in default in terms of clause 21.1 above, the Trading Agent and / or Supplier is entitled, without prior notice to the Purchaser and without prejudice to any rights which it may have as a result of such default, to:
 - (1) cancel this Agreement or any order or other contract with the Purchaser (or any part thereof);
 - (2) claim specific performance of the Purchaser's obligations;
 - (3) claim payment of any amount owing by the Purchaser to the Trading Agent whether or not due and payable; and / or

- (4) to enter the Purchaser's premises and reposses all of the Products sold and delivered to the Purchaser in respect of which ownership has not passed, including processed materials.

22. Limitation of liability and indemnity

- 22.1 The Trading Agent and / or Supplier will not be liable for any cost, expense, loss, damage whether direct or indirect (including consequential loss or damage) or claim arising out of this Agreement whether suffered/incurred by the Purchaser, the company of a third party, including without limitation arising out of or in connection with the Products / Services or Equipment supplied to the Purchaser, or any act, omission or negligence of the Trading Agent and / or the Supplier, its employees or agents.
- 22.2 The Purchaser indemnifies and holds the Trading Agent and the Supplier harmless against any cost, expense, loss, damage, liability or claim contemplated in clause 22.1.

23. Errors and Omissions

- 23.1 The Trading Agent and / or Supplier shall not be liable to the Purchaser for any errors and/or omissions contained in any documentation.
- 23.2 All price lists, acknowledgements and invoices are subject to correction by the Trading Agent and / or Supplier for any errors or omissions.

24. Interpretation and Jurisdiction

- 24.1 This Agreement must be interpreted according to the laws of the Republic of South Africa.
- 24.2 At the option of the Trading Agent and / or Supplier any claim against the Purchaser may be brought in any Magistrate's Court having jurisdiction notwithstanding that the amount of that claim may otherwise exceed the jurisdiction of the Magistrate's Court.

25. Legal Charges

In the event of the Trading Agent and / or Supplier having to institute legal proceedings of whatsoever nature against the Purchaser, the Purchaser will be liable for the Trading Agent and / or Supplier's legal costs on an attorney and own client scale.

26. Domicilium

- 26.1 The Parties hereby choose for the purposes of this Agreement their *domicilia citandi et executandi* at the following addresses:
- (1) The Supplier: 11 St Andrews Drive, Durban North, 4051,
 - (2) The Trading Agent: 130 Adelaide Tambo Drive, Durban North, 4051
 - (3) The Purchaser: the addresses and e-mail address set out in the Purchaser Application Form, alternatively, if such form is not completed the address set out in any order.
- 26.2 Any notice or communication given or permissible in terms of this Agreement shall only be valid and effective if given in writing.
- 26.3 Either party may amend its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, provided that such amendment shall only be effective on the seventh day after receipt of notice to such effect.
- 26.4 Any notice to a party which:
- (1) is contained in a correctly addressed envelope and has been dispatched to such party's *domicilium citandi et executandi* per prepaid registered post; or
 - (2) is delivered during normal business hours by hand at a party's *domicilium citandi et executandi* to a responsible person; or (3) is dispatched per e-mail address to the abovementioned e-mail address; shall be deemed to have been received by such party, in the case of clause (1) on the seventh day of business after it has been posted (unless the contrary is proved) and in the case of clause (2) on the date of delivery, and in the case of (3), on the date of dispatch, provided that such day is a business day, failing which on the following business day.
- 26.5 Notwithstanding anything to the contrary herein contained, a written notice or communication which has been actually received by a party will be regarded as sufficient notice, irrespective of the fact that it has not been dispatched to the appointed domicilium or delivered to such domicilium.

27. Warranty by Purchaser and Signatory Regarding Information and Authority to Sign

- 27.1 The Purchaser and/or the signatory warrant that:
- (1) all information provided is true, accurate and complete and that the Trading Agent and Supplier will be immediately notified of any changes in writing;
 - (2) that he/she has read and understood all the terms of this Agreement and agrees to and has the authority to bind the Purchaser to all of the terms and conditions of this Agreement.

28. **General**

- 28.1 This Agreement constitutes the whole agreement between the Parties.
- 28.2 In terms of the Protection of Personal Information Act 4 of 2013, the Trading Agent and Supplier will take all reasonable steps to regulate the processing of personal information provided by the Purchaser and undertakes to only maintain Purchaser records for as long as reasonably necessary.
- 28.3 In terms of the National Credit Act, the Purchaser hereby consents to the Trading Agent and / or Supplier receiving, sharing, transmitting and storing credit information concerning the Purchaser with other credit granters and credit bureaux for the purpose of credit granting decisions and to manage credit risk.
- 28.4 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation.
- 28.5 No addition to or variation or consensual cancellation of this Agreement, including this clause, has effect unless reduced to writing and a non-electronic, hard copy written version must be signed by means of handwritten signatures by or on behalf of the Parties on paper.
- 28.6 No indulgence by a Party to another Party, or failure strictly to enforce the terms of this Agreement, is to be construed as a waiver or be capable of founding an estoppel.
- 28.7 The Parties undertake to do everything reasonable in their power necessary for or incidental to the effectiveness and performance of this Agreement.
- 28.8 Any illegal or unenforceable provision of this Agreement may be severed and the remaining provisions of this Agreement continue in force.
- 28.9 The terms of this Agreement have been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that a contract will be interpreted against or to the disadvantage of the party responsible for drafting the contract, will not apply.
- 28.10 The Purchaser acknowledges and agrees to abide to the Terms and Conditions as set out herein and as published and updated from time to time under the Terms and Conditions section, accessible at all times on the Trading Agent's and Supplier's websites (www.internationaltradingagency.com / www.farmspec.co.za)

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that he is duly authorised hereto	

DEED OF SURETYSHIP

Name:	(the Surety)		
Address:		Identity / Registration Number	
Contact Number:		Electronic Mail Address:	

1. The Surety hereby binds itself as surety and co-principal debtor, jointly and severally with the Purchaser meaning that both can be held liable, either jointly in equal shares, or separately for the whole amount) unto and in favour of the Trading Agent, for the due fulfilment by the Purchaser of all its obligations to the Trading Agent of whatsoever nature and howsoever arising, whether already incurred or which may from time to time hereafter be incurred, as a continuing suretyship, despite any change in or temporary extinction of such obligations.
2. The Surety renounces the benefit of being able to demand that the Trading Agent first proceed against the Purchaser (exclusion), the benefit of being able to insist that the Surety is only liable for a portion of the debt where there is more than one surety (division), and the benefit of being able to demand that he be ceded the other sureties' debts should the Surety make payment of the full debt (cession of action). (The effect of this clause being that the Surety may no longer require the above to occur before paying the debt owing to the Trading Agent.)
3. Without limiting the foregoing, the Surety agrees:
 - 3.1 That all admissions and acknowledgements of liability by the Purchaser shall be binding on the Surety.
 - 3.2 That in the event of the Purchaser being liquidated or is subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Trading Agent shall prejudice the Trading Agent's rights to recover from the Surety the full amount owing by the Purchaser at the date of liquidation of the Purchaser.
 - 3.3 That this Deed of Suretyship shall be in addition and without prejudice to any securities held now or hereafter by the Trading Agent, and that this Deed of Suretyship shall remain in full force and effect as a covering Deed of Suretyship for as long as any amounts whatsoever are owed by the Purchaser to the Trading Agent and despite the fact that for certain periods nothing may be owing by the Purchaser to the Trading Agent.
 - 3.4 That no variation or cancellation of this Deed of Suretyship shall be of any force or effect unless reduced to writing and signed by both the Surety and the Trading Agent.
 - 3.5 That any indulgence or extension of time for payment granted by the Trading Agent to the Purchaser shall be without prejudice to any of the rights of the Trading Agent hereunder, and that no such indulgence or extension shall in any way affect the Surety's liability hereunder.
 - 3.6 To the jurisdiction of the Magistrate's Court in terms of section 45(1) of the Magistrates' Court Act 32 of 1944, notwithstanding that the amount claimed may exceed the jurisdiction of such Court; despite the foregoing, the Trading Agent may, in its discretion, institute proceedings in any division of the High Court of South Africa.
 - 3.7 That the address of the Surety as listed above is chosen as domicilium citandi et executandi for all purposes hereunder. (This being the address that the Surety chooses for services of any notices or documents in terms of this Deed of Suretyship.)
 - 3.8 That in the event that any of the terms of this Deed of Suretyship are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
 - 3.9 To be bound by all the Standard Terms and Conditions as contained in the credit application signed by the Purchaser.
 - 3.10 That should the Trading Agent cede its claim against the Purchaser to any third party, then this suretyship shall be deemed to have been given by the Surety to such cessionary/ies, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionary/ies were the Trading Agent hereunder.

By his/her signature, the Surety agrees that this Deed of Suretyship is complete in all respects, and that the witnesses are present and the Surety warrants that the Surety is capable of executing this Deed of Suretyship.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that she / he is duly authorised hereto	

