



(Reg No. 2010/081999/23)

(Reg No. 2007/222930/23)

**LAMPRECHT**  
v o e r e • f e e d s

Kerkplein 373  
PO Box 16  
Amersfoort  
2490

Tel 017 753 1042/3 Fax 017 753 1202 Web www.lamprechtfeeds.com E-mail claudine@lamprechtfeeds.com

**PERSONAL INFORMATION FOR ADMINISTRATION OFFICE**

Full Names

Surname

Business / Farm Name

ID and/or Business Reg No.

VAT No.

Postal Address

Physical Address

*Domicilium Citandi et Executandi*

Delivery Address

*Please Include GPS Coordinates*

Telephone Number

Cellphone

Fax Number

E-mail

Business Type                      Sole Trader                      Pty (Ltd)                      Trust                      CC                      Other

Payment Terms                      7 Days                      Monthly Account

I confirm that the above mentioned information is true and just.

\_\_\_\_\_  
*Authorised Signatory*

*\* CLIENTS WHO AGREE TO PAY INVOICES WITHIN 7 (SEVEN) DAYS MAY ONLY COMPLETE THE FRONT COVER INFORMATION AND SIGN THE TERMS AND CONDITIONS ON PAGE 2. THE CLIENT IS BOUND TO THESE TERMS AND CONDITIONS IN ALL CASES WHATSOEVER THE PAYMENT TERMS MIGHT BE. IN CASE OF A MONTHLY ACCOUNT THE FORMAL CREDIT APPLICATION MUST BE COMPLETED IN BLACK PEN. THE APPLICANT MUST BE AUTHORISED TO SIGN THE APPLICATION. ALL PAGES MUST BE INITIALED.*

*THIS DOCUMENT TOGETHER WITH THE TERMS AND CONDITIONS ON PAGE 2 ALSO SERVE AS CREDIT APPLICATION FOR CLIENTS WHO AGREE TO PAY WITHIN 7 DAYS OF EACH INVOICE.*

I/we hereby agree to complete the formal credit application form with all terms & conditions without delay, if I/we should fail to pay a invoice within 7 days.

*Authorised Signatory*

*Name in Print*

*Date*

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## TERMS

1. LAMPRECHT ROLLER MILLS CC (hereafter referred to as LRM) will be at its sole discretion entitled to unilaterally suspend my (hereafter referred to as the Applicant) credit facility permanently, or for any lesser period.
2. LRM will be entitled, should the Applicant fail to settle his account within 30 (thirty) days after date of statement. To proceed with issuing of summons without any notice to the Applicant.
3. Interest on any amount (not paid on due date) is payable, calculated from due date to date of payment at the interest rate as reflected on the statement.
4. The Applicant hereby consents to the jurisdiction of the magistrate's court having jurisdiction over the person in respect of all legal proceedings connected with this agreement notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the magistrate's court. Notwithstanding the foregoing LRM is entitled to institute action in the High Court having jurisdiction.
5. The risk in the goods passes to the Applicant upon delivery of the goods or the signing of this agreement whichever occurs first. Notwithstanding delivery of the goods, ownership in the goods remains vested in LRM until the Applicant has paid all amounts owing in terms of this agreement. Should the Applicant fail to make the payment on the due date, LRM will be granted restitution of the goods or part thereof without cancellation of this agreement with regards to the said goods. All costs and disbursements incurred by LRM in recovering possession of the goods or in tracing the Applicant and/or the goods, collecting or endeavoring to collect all or any amounts payable by the Applicant to LRM or otherwise, storage charges, and all other charges of a like nature are payable by Applicant to LRM on demand.
6. A certificate issued and signed by the Managing Director of LRM, whose authority need not be proved, stating the amount owing by the Applicant and/or the rate of finance charges applicable in respect of this agreement is *prima facie* proof of the facts stated therein and may be used in support of any application for judgement by default or summary judgement.
7. Should LRM take action against the Applicant resulting from the sale and/or delivery of goods to the Applicant or arising from the agreement, the Applicant will be held liable for legal costs on an attorney and client scale including collection commission.
8. Claims with regards to goods sold, shortage in goods or lack in standard or quality or the sustain ability for a certain purpose, is expressly restricted to the explicit or implied guarantees given to LRM by the supplier of the goods or the ingredients of the final product. Only claims lodged in writing will be considered if the claim is instituted within 7 (seven) days after receipt of the goods. No other guarantees, expressed or tacit are given to the Applicant by LRM.
9. This agreement records the entire agreement between the parties. No variation, amendment or addition to this agreement will be of any force and effect unless agreed to by LRM in writing and signed by both parties. This agreement may, at the request of LRM be revised every 6 (six) months and the Applicant undertakes to complete and undersign a new credit application, if required, every six months.
10. The Applicant selects as *domicilium citandi et executandi*, for the purposes of this agreement, the physical or registered address specified on the first page of this application form.
11. If a person in a representative capacity undersigns the application form on behalf of the Applicant, that person guarantees his authority to sign the application on behalf of the Applicant. The person who signs this agreement on behalf of the Applicant binds himself as guarantor and co-principal *debtor in solidum* with the Applicant in favour of LRM for the punctual fulfilment by the Applicant of all his obligations with regards to this agreement.
12. LRM retains the right to adjust prices and in particular to increase prices from time to time without prior notice to the Applicant. Thus it is clearly placed on record that LRM may establish the final price delivery of the goods to the Applicant.
13. If an Agent acts on behalf of LRM the Applicant will still have to complete and undersign a credit agreement and be liable to LRM. All payments made to the Agent with regards to monies owed to LRM should be made out in favour of LRM. Should any payment be made in favour of the Agent such payment would be disregarded.
14. If any payment is not received punctually the full outstanding amount will immediately become due and payable.
15. The party concerned must give any notice of any change of address in writing within 7 (seven) days after change.
16. LRM will not be liable to the Applicant or any other person for any delays in delivery of goods resulting from the storage in stock, transport delays, accidents, strikes or any other unforeseen circumstances.
17. The Applicant waives the following legal defense:  
Review of accounts, errors of calculation as well as the exceptions and advantages of *exceptio non causa debiti de diobos vel pluribus reis debendi beneficium ordinis seu excussions ad divisionis*.
18. The Applicant hereby cedes to LRM his rights, title and interest in and to all the book debts of the Applicant to LRM arising, as security for any amount due by the Applicant to LRM arising out of the obligation referred to in the recitals hereto or any payment made or liability incurred there under.

