



Qualberg t/a
VAT Reg No: 4290172412

Farm Voorrechtswlei
Swellendam
6740
PO Box 267
Swellendam 6740
Tel: 021 671 7578
Fax: 086 676 6235
Cell: 083 346 4567
Email: ingrid@florajubilee.co.za

APPLICATION FORM

Registered Name

Trading Name

Type of Business (please tick): Sole Proprietor.....Partnership.....Close Corp.....Pty (Ltd).....

Company Registration Number

Nature of Business

(eg: florist, nursery, etc)

Details of all owners/members/partners/directors (delete whichever is not applicable) **Please attach copies of ID**

1 Name.....ID No.....

Address.....

Marital Status (please tick): single.....divorced.....married in C.O.P.....married A.N.C.....

2. Name.....ID No.....

Address.....

Marital Status (please tick): single.....divorced.....married in C.O.P.....married A.N.C.....

3. Name.....ID No.....

Address.....

Marital Status (please tick): single.....divorced.....married in C.O.P.....married A.N.C.....

Business Address*:Postal Address.....

.....

.....Code.....

* Which shall be the domicilium citandi et executandi

Tel No Fax No

Cell No Email

Contact Person for Accounts Tel No

VAT Registration No

Initial.....



Trade References:

Name	Tel No	Monthly Purchases
1.....
2.....
3.....
Estimated amount of monthly purchases	

Date at..... this day of20.....

For and on behalf of customer
Sign

.....
Print Name

.....
Designation

As Witness 1. Print Name
Sign

2. Print Name
Sign

Contact Details - Sales (Farm) Name: Rohan Germishuys Tel: 028 514 2455 Email: sales@florajubilee.co.za
Fax: 028 514 1676

Contact Details - Accounts Name: Ingrid Riemeyer Tel: 021 671 7578 Email: ingrid@florajubilee.co.za
Fax: 0866 766 235

Postal Address: PO Box 352 Plumstead 7801

Collection Hours – Sales (Farm) 9am - 3pm Monday to Friday

Office Hours - Accounts 8am - 3pm

Bankers ABSA Bank Branch: Swellendam (632005) Acc No: 222 014 8877

THE FOLLOWING DOCUMENTS MUST ACCOMPANY YOUR APPLICATION:

- Identity Documents of all Directors/Members/Partners
- VAT Registration Certificate
- Company Registration Documents or Partnership Agreement

FLORA JUBILEE

TERMS AND CONDITIONS

Prices:

Prices quoted are exclusive of VAT, delivery/courier charges and packing charges. Flora Jubilee reserves the right to adjust prices at any time. Pricelists and Order Forms are only issued for approved accounts or for approved credit application forms.

Rejections/Credits

All rejections must be received within 24 hours of receipt of the flowers. Rejections will only be accepted in writing and if accompanied by a photograph.

Credit Terms and Payments

Terms are (1) "Cash with Order" or (2) strictly 30 days from invoice date for approved accounts only. Compound interest at 2% per month is levied on overdue accounts. Flora Jubilee reserves the right to adjust the interest at any time.

Deemed Confirmation of Accuracy of Delivery Note and Purchase Invoice

All discrepancies on Delivery Notes must be reported to Flora Jubilee, in writing, within 24hrs of receipt of goods. All discrepancies on Purchase Invoices must be reported to Flora Jubilee, in writing, within 7 days of date of invoice. Should the purchaser not dispute the accuracy of the Delivery Note or Purchase Invoice, they shall be deemed to be correct and the purchaser shall have no valid claim or recourse against Flora Jubilee. The purchaser shall under no circumstances be entitled to deduct or set off any amount or defer or withhold payment of any amounts due to Flora Jubilee. Flora Jubilee reserves the right to amend or adjust our sales Terms and Conditions at any time without prior notice.

Recovery and Legal Costs

In the event that the purchaser breaches any of the terms and conditions and Flora Jubilee instructs attorneys or a debt collecting agency to enforce any of its rights in terms of these conditions, then Flora Jubilee shall be entitled to claim all of its costs incurred in enforcing its rights, including, but not limited to, collection commissions and legal costs of an attorney, on the attorney and own client scale.

Legal Proceedings

The purchaser agrees and consents in terms of Section 45 of the Magistrates Court Act of 1944, or any amendment thereof to the jurisdiction for any action or proceedings under this Agreement otherwise beyond jurisdiction of the said Court which may be brought against the customer arising out of any transactions between the purchaser and the seller pursuant hereto, it being understood that the seller shall be entitled in its discretion to bring any action or proceedings in the Supreme Court of South Africa. All costs including those on the scale as between attorney and own clients of any legal action shall be borne by the purchaser. Any change in legal person or the name or members interest or shareholding shall be notified to the seller by registered mail within 7 days.

Limited Liability

Flora Jubilee shall not be liable for any loss, damage or injury suffered by the customer, its directors, members, employees or other invitees howsoever arising out of this agreement or the consumers' dealings with Flora Jubilee.

Non-Variation & Entire Agreement

No alteration, consensual cancellation, variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both the business and Flora Jubilee. This agreement includes the application form read together with these terms and conditions, and constitutes the entire agreement between myself and Flora Jubilee, and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

Surety

The purchaser hereby agrees and consents that they will be bound by the surety which is attached to this agreement, marked "A".

Credit Check

I, the purchaser(s) (Identity Number(s).....and Identity Number.....)hereby consent and authorise Qualberg Boerdery (Pty) Ltd t/a Flora Jubilee and/or their Attorneys, Hey Walker Dommissie Incorporated t/a HWD Attorneys to perform a credit check on my name as well as my Company's name

(Company Name.....Registration Number:.....).

I have read and understood the Conditions of Sale

.....
Signed

.....
Date



GROWING FLOWERS FOR JOY

Qualberg t/a

VAT Reg No: 4290172412

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6740

PO Box 237

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Tel: 021 671 77578

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Cell: 083 346 4567

Email: ingrid@florajubilee.co.za

DEED OF SURETYSHIP (Annexure A)

I, the undersigned (name).....

Identity number

do hereby bind myself as Surety and Co-Principal Debtor jointly and severally to:

QUALBERG BOERDERY (PTY) LTD t/a FLORA JUBILEE PARTNERSHIP

(Registration number: 6506235149085)

(Hereinafter "the Creditor")

for the due and proper fulfilment of the debts and obligations of:

Company Name.....

Registration number:

(Hereinafter referred to as "the Debtor"),

owed by the Debtor to the Creditor in terms of and pursuant to the written Application Agreement, ("the Agreement")

("the Agreement") concluded between the Debtor and the Creditor at _____

on _____ 20 _____, to which this is attached and which I have initialed

for the purpose of identification thereof,

I further agree and declare that:-

1. No act of indulgence, relaxation or grace granted by the Creditor to the Debtor or any amendment of obligations existing between the Debtor and the Creditor shall prejudice or affect the Creditor's rights in term hereof.
2. This Deed of Surety ship establishes a liability on my part for the debts and obligations owed by the Debtor to the Creditor in terms of the Sub - Lease Agreement and notwithstanding the winding up, whether provisionally or finally, the placing of the Debtor under Business rescue, whether provisionally or finally, in which of any of the latter events, my liability as surety hereunder shall not be affected in any way.

3. The amount of my indebtedness hereunder and that of the Debtor to the Creditor at any time, shall be prima facie established by a certificate signed by a member of the Creditor (whose appointment, qualification and/or authority need not be proved).
4. I renounce the benefits of excussion, non numeratae pecuniae, error calculi, non causa debiti, non causa debiti, division and cession of action, the full meaning and effect whereof I know and understand.
5. In terms of Section 45 of the Magistrate's Court Act 32 of 1944, I hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any legal proceedings to be instituted against me by the Creditor in terms hereof. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against me in such Magistrate's Court or any other Court having jurisdiction.
6. In the event of the Creditor instituting legal proceedings for the enforcement of any of its rights hereunder, or for the enforcement of any of my obligations in terms hereof, then I undertake to the Creditor's legal costs on the scale as between attorney and own client.
7. I hereby choose as my domicilium citandi et executandi for all purposes arising in terms of this Deed of Suretyship (including the service of legal process) the following address:

.....

DATED AT ON THIS..... DAY OF.....20.....

As Witnesses:

1. _____

2. _____

 NAME OF SURETY

 SIGNATURE OF SURETY