

PROFUMI D'ITALIA

IMPORTER & DISTRIBUTOR OF ITALIAN WINES & LIQUORS



VOGA ITALIA

BOTTEGA

Biostilla

Secco



Coresei

82 Ascot Road
Milnerton
7441
CK No: 200512646223

Tel: (+27) 021 554 4831
Cell: (+27) 067 257 1956
Vat No: 4890229612
Accounts: accounts@profumi.co.za

APPLICATION FOR CREDIT FACILITIES

Applicant's Registered & Trading Name (Attach CIPC documents not old than 6 months)						
Applicant's Registration Number						
Liquor Licence Number (Attach copy of Liquor Licence)						
VAT Registration Number (Attach Tax Clearance Certificate or PIN)						
Type of Entity (tick applicable entity)	Company	CC	Trust	Sole Prop	Partnership	Other
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Address						
Postal Address						
Tel Number						
Email Address						
Contact Person for Accounts	Name:					
	Position:					
	Tel:					
	Email:					
Contact Person for Orders	Name:					
	Position:					
	Tel:					
	Email:					

Please initial:

Estimated Monthly Purchases			
Credit Limit Required			
Trading Terms	EFT in advance <input type="checkbox"/>	7 day EFT <input type="checkbox"/>	30 day EFT <input type="checkbox"/>
Bank Name (Attach bank letter not older than 3 months old)			
Branch Name			
Branch Code			
Account Number			
Landlord Contact Details (if applicable)			
Nature of Business of Applicant			

TRADE REFERENCES		
1	Company:	
	Contact person:	
	Tel:	
	Email:	
2	Company:	
	Contact person:	
	Tel:	
	Email:	
3	Company:	
	Contact person:	
	Tel:	
	Email:	

Please initial:

FULL NAMES OF OWNER, PARTNER, DIRECTOR, MEMBER OR TRUSTEE OF THE APPLICANT**(Attach Copies of Identity Documents of all Directors)**

1	Name:	
	ID/Reg No.	
2	Name:	
	ID/Reg No.	
3	Name:	
	ID/Reg No.	
4	Name:	
	ID/Reg No.	

DISCLOSURE IN TERMS OF SECTION 4 OF THE NATIONAL CREDIT ACT, NO 34 OF 2005 ("THE ACT")**The Applicant's Annual Turnover on the date of signing this application for credit (✓ appropriate block):**

Exceeds R1 Million

Is Less than R1 Million

The Applicant's Asset Value on the date of signing this agreement:

Exceeds R1 Million

Is Less than R1 Million

Please initial:

SIGNATURE PROVISIONS

I, the undersigned, warrant that the information given above is true and correct and that I have the authority to represent the Applicant. I have read and understood the PROFUMI D'ITALIA MARKETING CC Trading Terms and Conditions, which terms and conditions will govern all transactions between the Applicant and PROFUMI D'ITALIA MARKETING CC ("the Corporation").

In the event that a notification is received purporting to communicate that the Corporation has changed its banking details (even if it purports to emanate from the Corporation), the Applicant will be responsible for validating the correctness of the communication directly with the Corporation. Any payments made into a banking account other than the Corporation bank account, will be at the sole risk of the Applicant and will not be credited to the account of the Applicant.

Signed at _____ on this the _____.

As Witnesses

- 1. _____
- 2. _____

Full Name _____

Signed _____
Duly Authorized on behalf of the Applicant

DEED OF SURETYSHIP

I, the undersigned, do hereby irrevocably bind myself as surety and co-principal debtor *in solidum* in favour of PROFUMI D'ITALIA MARKETING CC ("the Corporation"), its successors in title and assigns, for the due fulfillment by the Applicant of all of its obligations to the Corporation, its successors in title and assigns, howsoever arising, whether already incurred or which may from time to time hereafter be incurred. This is a continuing guarantee and my liability hereunder shall not be affected by any indulgence granted to the Applicant by the Corporation. I hereby renounce the benefits of the legal exceptions *non causa debiti, excussion, division* and *cession of action* and choose *domicilium citandi et executandi* for all purposes at the address set out under my signature hereunder. I agree to pay all legal costs on the scale as between attorney and client in the event that the Corporation, its successors in title and assigns having to enforce the terms of this Suretyship. The provisions of this suretyship apply separately to each party that signs below. The undertaking by each surety that signs does not depend upon any other surety signing, or any other condition.

I irrevocably agree and undertake that the approval of any business rescue plan in terms of the provisions of Chapter 6 of the Companies Act, 2008, will neither compromise nor discharge the amount due by me to the Corporation, or any part thereof and I agree that I shall remain liable to the Corporation for the full amount of the debt owed by the Applicant to the Corporation prior to such approval of the business rescue plan.

Signed at _____ on this the _____.

Surety Full Name _____

Surety ID _____

Surety Domicile _____

physical address _____

Surety Signature _____

Witness Name _____

Witness Signature _____

Surety Full Name _____

Surety ID _____

Surety Domicile _____

physical address _____

Surety Signature _____

Witness Name _____

Witness Signature _____

Please initial: _____

TRADING TERMS AND CONDITIONS

PROFUMI D'ITALIA MARKETING CC (“the Corporation”)

1. Application of Conditions

The Customer agrees that all goods supplied by the Corporation and/or services rendered by the Corporation are subject to the conditions contained herein and such other conditions, which may appear on the Tax or Commercial Invoice and/or Waybill of the Corporation. No variation or alteration of such conditions shall be effective unless reduced to writing and signed by a duly authorised director or manager of the Corporation. No indulgence granted by the Corporation shall constitute a waiver of any of the Corporation's rights. The “Applicant” who makes application for credit facilities to the Corporation is referred to in these terms and conditions as “the Customer”.

2. Payment Terms

- 2.1. Unless otherwise stated in writing by the Corporation, the Customer shall pay the amount reflected on the Tax or Commercial Invoice at the offices of the Corporation either on order, or, if the Customer is a credit approved customer, within 30 (thirty) days from the end of the month in which a Tax or Commercial Invoice is issued by the Corporation to the Customer.
- 2.2. Interest on overdue accounts shall be charged at 15% (fifteen percent) per annum from the due date until the date of payment.
- 2.3. The Customer is not entitled to set off any amount due by the Customer to the Corporation against any amount that the Customer contends is due by the Corporation to the Customer, without first having obtained the Corporation's prior written consent.
- 2.4. Payment will only be credited to the Customer's account once the amount is cleared into the Corporation's bank account. Any payments made into an incorrect bank account, or any cheques that are lost in the post, will not discharge the Customer's liability.
- 2.5. The Customer agrees that the amount due and payable to the Corporation, including interest may be determined and proven by a Certificate issued and signed by a director of the Corporation, which Certificate shall be *prima facie* proof of the Customer's indebtedness to the Corporation.
- 2.6. Should the Customer have a valid reason to dispute an entry raised on the Tax or Commercial Invoice, it shall do so within 14 (fourteen) days of the date of the Corporation's invoice to the Customer, failing which such entry shall be deemed to be correct and payable in terms of Clause 2.1 above.

3. Orders

All orders or variations to orders, whether oral or in writing, shall be binding on the Customer and subject to these terms and conditions and the Customer shall be estopped from denying the validity of such order notwithstanding that it may have been given or signed by a person not authorised by the Customer.

4. Quoted Prices

All prices quoted by the Corporation are subject to any increase in the cost price, including increases pursuant to currency fluctuations occurring before dispatch of the goods by the Corporation to the Customer.

5. Delivery

- 5.1. In the case of the export of goods to customers outside the Republic of South Africa, delivery and risk shall be governed by the Incoterms specified on the Commercial invoice of the Corporation.
- 5.2. In all other instances, unless otherwise agreed to in writing by the Corporation:
 - 5.2.1. Delivery to the customer takes place at the place of business of the Corporation, and *prima facie* proof of delivery to the Customer can be by means of an original/copy of:
 - 5.2.1.1. the Corporation's delivery note signed by the Customer; or
 - 5.2.1.2. proof of delivery to any transporter if the goods are railed or transported to the Customer by a third party.
 - 5.2.2. In the case of 5.2.1.2 above, the transporter is deemed to be the Customer's agent and the Customer authorises the Corporation to engage such third party to transport the goods to the Customer on such terms as the Corporation deems fit. The Customer indemnifies the Corporation against any claims that may arise from such agreement with the third-party transporter.
 - 5.2.3. All deliveries are subject to the availability of the goods and the Corporation shall be entitled, in its sole discretion, to split delivery of the goods ordered by the Customer in the quantities and on the dates it decides and to invoice them separately to the Customer.

Please initial:

- 5.2.4. Any date indicated by the Corporation for delivery of the goods shall be regarded as an estimated date of delivery and does not constitute a contractual obligation. The Corporation shall not be liable for any loss or damage of whatsoever nature incurred or connection with any late, incorrect, partial or non-delivery. The Corporation will make every endeavour to deliver timeously but the Customer shall not be entitled to cancel or repudiate this agreement or claim damages for consequential loss or otherwise or refuse to accept delivery or part delivery on the grounds of delay in the delivery of the order, or any part thereof, for any cause whatsoever.
- 5.2.5. The Corporation shall have the right to cancel a Customer's order where the Corporation is unable to supply and deliver the goods due to *force majeure* from any cause beyond the control of the Corporation, including, but not limited to, inability to secure labour, power, materials or supplies, or by reason of an act of God, or civil disturbance, riot, state of emergency, strike, lockout, labour disputes, fire, flood, drought or legislation.

6. Risk

Risk in the goods shall pass to the Customer on delivery of the goods to the Customer as defined in Clause 5, but ownership in the goods shall remain vested in the Corporation until the purchase price has been paid in full. The Corporation reserves the right to inform the end user or the owner of the premises in which the goods are situated of its claim to ownership. The Customer undertakes to insure the goods until fully paid for.

7. Guarantees, Warrantees, Damaged Goods and Incorrect Deliveries

- 7.1. To be valid, any claims under the Manufacturer's guarantee or for damaged goods or incorrect deliveries shall be supported by the original Tax/Commercial Invoice or export documents (where applicable).
- 7.2. Subject to clause 7.1 above, claims in respect of incorrect deliveries or damaged goods will only be considered if made in writing within 7 (seven) days of delivery of the goods, after which time the Customer shall be deemed to have received and accepted the goods in good order and in full compliance with the orders placed.
- 7.3. Any warranty as to quality or freedom from latent defects of the goods sold or fitness for any particular purpose or otherwise is hereby excluded. The Corporation shall not be under any liability whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any misuse or abuse of the goods.
- 7.4. The Corporation shall not be liable to the Customer for consequential losses, howsoever arising.

8. Breach

- 8.1. Should the Customer fail to make payment on due date in terms of Clause 2 hereof, or should the Customer commit any other breach of its obligations hereunder, then the Corporation shall have the option to either:
- 8.1.1. Claim from the Customer all sums owing to the Corporation, whether then due and payable or not, which sums will then immediately become due and payable, the Customer forfeiting all discounts on the goods sold; or
- 8.1.2. Without prejudice to any other remedy the Corporation may have in terms of these conditions, or by law, to cancel the contract with the Customer, retake possession of the goods supplied and not paid for and recover all amounts already due by the Customer as well as damages it may have suffered by reason of the Customer's breach. To give effect thereto, the Customer irrevocably authorises the Corporation to enter its premises to repossess its goods supplied and not paid for.
- 8.2. Subject to the provisions of Clause 8.1, if execution is levied upon the Customer's assets or should the Customer make any offer of compromise with its creditors or commit any act of insolvency, or if it is a limited liability Company or Close Corporation, an application for the Customer's liquidation is made, the Corporation shall have the right to forthwith terminate the contract with the Customer without prejudice to any claim and remedies the Corporation might have against the Customer for payment of the amounts already due prior to cancellation and damages suffered by the Corporation by virtue of the Customer's breach.

9. General

- 9.1. In the event that the Corporation renders any services to the Customer, these terms and conditions shall also regulate the provision of such services by the Corporation to the Customer.
- 9.2. The Customer hereby consents to the Corporation:
- 9.2.1. performing a credit search on the Customer's record, as well as the record of its directors and/or its owners, with one or more of the registered Credit Bureaux when assessing the Customer's Application for Credit (and at any other time in the Corporation's discretion);
- 9.2.2. recording the existence of the Customer's account with any Credit Bureau; and/or
- 9.2.3. recording and transmit details of how the Customer has performed, and how the account is conducted by the Customer in meeting its obligations on the account.
- 9.3. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to the Corporation, and details of its account with the Corporation is conducted may be disclosed to any other creditor of the Customer or any registered Credit Bureaux, after 21 (twenty one) days notice having been given to the Customer.
- 9.4. In the event that there is a change of the legal entity or the name or ownership under which the account and credit

Please initial:

facilities are being used, the Customer undertakes to notify the Corporation in writing thereof by registered post within 7 (seven) days from the date when the change takes effect. In the event that any party that acquires the business of the Customer continues to utilise the Customer's account without the aforesaid written notice having been provided to the Corporation, the Customer indemnifies the Corporation against any non-payment by such purchaser.

- 9.5. Should the Customer be domiciled outside the republic of South Africa, this Agreement and all contracts of sale between the Customer and the Corporation shall be governed and interpreted in accordance with the laws of the Republic of South Africa and the South African Courts shall have sole jurisdiction in respect thereof.
- 9.6. In the event of it being necessary for the Corporation to instruct its attorneys as a result of any breach of these conditions by the Customer or to recover any amounts owing by the Customer to the Corporation, the Customer agrees to pay for all legal costs on the attorney and client scale inclusive of collection commission, tracing charges, validation fees and stamp duties on any form of security the Corporation may require from the Customer.
- 9.7. The Customer shall notify the Corporation in writing by registered post within fourteen days of any changes of any of the information set out in the Application for Credit Facilities.
- 9.8. The granting, continuation and termination of the credit facilities if any, shall be within the sole discretion of the Corporation. The Corporation furthermore reserves the right to suspend deliveries, to cancel any undelivered portion of any order or to impose such other conditions as to security and terms of payment as it deems fit.
- 9.9. The Customer chooses its business address appearing in the Application for Credit Facilities as its chosen *domicilium citandi et executandi*. The Customer hereby consents to the receipt of any notices that may be sent by email, at the email address inserted on the front page of this application.
- 9.10. In these terms and conditions, unless the context otherwise requires, words importing the masculine gender shall include the feminine gender and words importing to the singular shall include the plural and vice versa.
- 9.11. The invalidity of any clause or part thereof of these terms and conditions will not effect the validity of the rest of the terms and conditions.
- 9.12. The Customer warrants that, as at the signature date of this application, it is not in business rescue in terms of Chapter 6 of the Companies Act 2008 ("business rescue") and has not made any application to be placed under business rescue. Furthermore, the Customer warrants that it does not have any intention of making application for business rescue and is not aware of any current or pending circumstances relating to the business that could give rise to an application for business rescue.
- 9.13. The Customer agrees that in the event that the Customer is placed under business rescue the conclusion of any compromise of the debt under such approved business rescue plan will not reduce the liability of any person or entity that has signed surety for the debts due by the Customer to the Corporation and such surety shall remain liable for the full amount of the debt that was due before such compromise, notwithstanding that it is acknowledged, agreed and understood by the Customer that the surety may be entitled to have recourse against the Customer for amounts paid by the surety to the Corporation pursuant to such suretyship.
- 9.14. It shall be within the discretion of the Corporation as to whether to proceed against the Customer in the Magistrates Court or the High Court, having regard to the following in terms of Section 45 of the Magistrate's Court Act 1944, as amended, the Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against it by the Corporation in terms hereof.
- 9.15. To the extent that the Customer is either a natural person or a juristic person with both an asset value and a turnover that is less than the threshold and a credit facility is granted by the Corporation to the Customer of less than R250,000.00, then the provisions of clause 2.2 of these terms and conditions will not be of application to such Customer.

Please initial:

**AGREEMENT REGULATING ACCESS, PROCESSING & STORAGE PERSONAL INFORMATION
IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT (“POPIA”)**

CUSTOMER NAME: _____

CUSTOMER REGISTRATION NUMBER: _____
“the Customer”

PROFUMI D’ITALIA MARKETING CC, Registration Number 2005/126462/23 (“the Corporation”) is committed to compliance with the Protection of Personal Information Act. No. 4 2013 (“POPIA”).

In this agreement, the following words bear the meanings associated with them below:

“**Personal Information**” means information relating to an identifiable, living, natural person, including:

- 1) Financial information related to a person, including information provided by the Customer, or information obtained from a Credit Bureaux or from CIPC (the Companies and Intellectual Property Commission);
- 2) Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; and/or
- 3) The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about that person.

“**Data Subject**” means each director of the Customer and each shareholder of the Corporation that is a natural person.

WHEREAS:

In the course of the Corporation’s customer verification and credit vetting processes, the Corporation will collect and process Personal Information related to Data Subjects.

The Corporation is committed to ensuring that any processing of Personal Information related to Data Subjects is limited to the express purposes of opening and management of an account for the Customer and that such processing is compliant with POPIA.

IT IS HEREBY AGREED THAT:

1. The Customer consents to the Corporation:
 - a. performing a credit search on the Customer’s record, as well as the record of Data Subjects, with one or more of the registered Credit Bureaux when assessing the Customer’s Application for Credit (and at any other time in the Corporation’s discretion);
 - b. recording the existence of the Customer’s account with any Credit Bureau; and/or
 - c. recording and transmitting details of how the Customer has performed, and how the account is conducted by the Customer in meeting its obligations on the account, with any registered Credit Bureaux as well as any credit insurer.
2. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to the Corporation, and details of its account with the Corporation is conducted may be disclosed to any other creditor of the Customer or any registered Credit Bureaux, after 21 (twenty-one) days’ notice having been given to the Customer.
3. The Customer consents to the collection, processing and storage of Personal Information by the Corporation related to Data Subjects, for the purposes of both the opening and ongoing management of a customer account.
4. The Customer warrants and represents that:
 - a. it has concluded a contract with each Data Subject; and that in terms of such contract, the Customer has obtained the consent from such person to the processing of Personal Information by suppliers in the credit vetting process; and
 - b. the processing of Personal Information by the Corporation is necessary for the legitimate interests of the Corporation in the Corporation’s credit vetting process.

Please initial:

5. The Customer warrants that all Personal Information supplied to the Corporation is accurate, up to date, is not misleading and that it is complete in all respects.
6. The Customer undertakes to immediately advise the Corporation of any changes to the relevant Personal Information of a Data Subject, but not limited to, a change of ownership or control in the Customer.
7. The Corporation undertakes:
 - a. to act in accordance with POPIA in relation to the collection, processing and storing of Personal Information related to the Customer. The processing of Personal Information by the Corporation will be limited to the purposes set out herein and will not be excessive;
 - b. not to disclose the Customer’s Personal Information unless it is legally or contractually required or for its legitimate business purposes; and
 - c. to use reasonable efforts in order to ensure that Personal Information related to Data Subjects in its possession or processed on its behalf is:
 - i. kept confidential;
 - ii. stored in a secure manner; and
 - iii. processed in terms of the provisions of POPIA, and, for the purposes for which the Corporation has been authorized;
 - d. to take reasonable steps to identify risks associated with the processing of the Customer’s information and establish safeguards against any such identified risks; and
 - e. to take reasonable steps to ensure that the Customer is notified in the event of a breach of the confidentiality of the Customers Personal Information.
8. The Customer has a right to lodge a complaint with the information Regulator if the Customer if it is of the view that its rights in terms of POPIA have been breached. The contact details of the information Regulator are:
 - Telephone Number: 012 406 4818.
 - Address: 33 Hoofd Street Forum II, 3rd Floor Braampark, Johannesburg, 2001.
 - E-mail Address: complaints.IR@justice.gov.za / inforg@justice.gov.za.

SIGNED FOR THE CUSTOMER

FULL NAME: _____
 The signatory warrants that she/he is duly authorised by the Customer to sign this agreement.

DATE: _____

SIGNED FOR THE COMPANY

FULL NAME: _____
 The signatory warrants that she/he is duly authorised by the Company to sign this agreement.

DATE: _____