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GENERAL CUSTOMERS: COMMERCIAL TERMS/STANDARD TRADING TERMS

1.	Pricing	
	1.1.	Bokomo Namibia issues an official price list for all its products and pricing is subject to the valid price list at any one time.
	1.2.	Prices reflected are inclusive of delivery charges and are applicable on a national basis.
	1.3.	Price lists reflect prices excluding Value Added Tax (VAT) as well as including VAT where applicable.
	1.4.	Price lists will reflect Maximum Recommended Selling price that Bokomo Namibia recommends on shelf.
	1.5.	Pallet prices or deposit rates are reflected excluding Value Added Tax (VAT) as well as including VAT.
	1.6.	Customers will be advised in writing of the annual price increase or price adjustments. Ideally this will be done 4 weeks prior to the effective increase or as and when business and economic conditions require the issuing of a new price list.
	1.7.	Maximum buy in volume before a price increase will be limited to the average of 2 week sales out.
2.	Trading Terms	
	2.1.	Standard settlement terms on credit accounts are 30 days from Statement, unless otherwise agreed in writing. Bokomo Namibia also allows 7 days credit account if requested.
	2.2.	All credit terms are subject to approval of credit limits by the CEO. A credit agreement and surety or other security are required in order to approve a credit account. For cash account a completed cash account application is required.
	2.3.	Account statements will be sent out every month and overdue accounts or accounts over the credit limit will be blocked.
	2.4.	Compound interest on late payments will be charged at a rate of 2% per month on overdue accounts.
	2.5.	Bokomo Namibia offers call and collect discounts, bulk discounts as well as growth incentives which are available, but do not form part of standard Commercial Terms.
3.	Rebates and Discounts	
	3.1.	Confidential rebate agreements are negotiated annually before the 1st of October by our Head: Sales. These agreements may include rebates, settlement discounts and advertising spend.
	3.2.	Bokomo Namibia's philosophy is to add value to each one of our brands and therefore price support programs form part of the brand building initiative. Price incentives are part of the Marketing Mix and are used in support of value added and price orientated promotions.
	3.3.	All promotion deals should be agreed in writing with the account manager a minimum of 4 weeks before the start of the actual deal period.
	3.4.	Price promotion discounts must result in a lower selling price to the consumer (agreed EDLP) after the deal buy-in period and within the deal promotion period.
	3.5.	Deep cut price promotion discounts Products must be advertised on promotion leaflet and/or other agreed media used by customer for promotion.
	3.6.	Price incentives take the form of price off on invoice.
	3.7.	Advertising spend is only valid if it is agreed and signed off by Head: Sales.
	3.8.	Rebates, advertising spend or any other fixed allowance may not be deducted off the monthly account and it will be paid to the customer via EFT by the 7 th working day after the customer has raised his Tax Invoice for rebates or any other fixed allowance.



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4.	Sally's, Tallies and other allowances	
	4.1.	Bokomo Namibia from time to time offer sally (through the till selling discounts) and tally (discounts at purchasing) as an incentive to clients during periods when products are on leaflet.
	4.2.	Sally claims must be submitted within 3 months from the date that the sally period came to an end and must be accompanied by valid supporting documents. Claims older than 3 months will not be entertained, unless specific proof can be provided that the claim was already submitted within the 3 months period and the other party did not respond.
	4.3.	Transport allowance and pick up allowances may be offered from time to time. All allowances must be agreed in writing. Allowances will only be granted for loads with a minimum quantity of 34 tons and a maximum number of 3 stock keeping units (SKU).
	4.4.	Truck and pick up allowances claims must be submitted within 3 months from the date of the invoice. Claims older than 3 months will not be entertained, unless specific proof can be provided that the claim was already submitted within the 3 months period and the other party did not respond.
	4.5.	Sallies, tallies or any other fixed allowance may not be deducted off the monthly account and it will be paid to the customer via EFT by the 7 th working day after the customer has raised his Tax Invoice for rebates or any other fixed allowance.
5.	Orders and Deliveries	
	5.1.	Orders will be placed as follows: taken in person by a company merchandiser or representative; by phone via telesales or by Electronic Data Interchange (EDI). Orders can be submitted to the following email and fax number: Email: orders@bokomonamibia.com.na Fax: +264-83-3315078
	5.2.	It is the responsibility of the customer to ensure the correctness of the order to avoid overstocking and short dated stock.
	5.3.	Orders for deliveries must be submitted daily before 12:00 hours (pm).
	5.4.	Special deliveries will only be made in exceptional circumstances and by pre-arrangement with the Head: Demand Chain. Please note that we aim to serve but, deliveries then depend on truck availability.
	5.5.	Minimum order values may be implemented from time to time. No returns (reduce order at delivery) will be accepted, unless an order entry mistake has been made by Bokomo Namibia.
	5.6.	Delivery Schedules should be agreed per store with each store manager. If the stock is not received within the stipulated timeframe, the delivery vehicle will leave and will only return within the next agreed timeframe. The customer must provide sufficient infrastructure to have our trucks off-loaded. (Receiving areas, pre-storage areas, alleys must be cleared to have access, forklifts)
	5.7.	Customers who arrange their own transport (pick up) must exchange the number of the pallets that they are picking up from the Bokomo site or the pallets will be booked to the customer's account. Customers who wish to pick up stock from the Bokomo site needs to submit their orders at least 24 hours prior to the date of the pick-up.
6.	Stock Management & Returns	
	6.1.	We avoid stock ageing in trade by means of sound sales management techniques, such as: <ul style="list-style-type: none"> - Managing stock on a FIFO principle - Back room stock rotation - On shelf stock rotation - In cooler stock rotation (where applicable) - Promotions management - Scheduling - QDVP5 Standards
	6.2.	By supporting our application of professionally laid down stock control standards, the customer is able to prevent stock returns.
	6.3.	Bokomo Namibia does not accept any stock returns, other than returns as a result of product quality. Quality claims must be signed off by our sales representative and stamped with the Bokomo sales representative stamp. Quality returns must be verified and approved by the Quality Manager.
	6.4.	Any intentionally damaged stock or stock damaged on the customer's premises will be for the customer's own account.



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7.	Claims
	7.1. Quality claims will be accepted and credit will be given for quality defects on products, i.e. missing labels, product quality problems, packaging faulty, etc. and we request that you return these items to Bokomo Namibia immediately and claims should be signed off by our sales representatives. Claims older than 3 months will not be entertained.
	7.2. All pricing claims must be forwarded to Bokomo Namibia together with the remittance advices. Claims older than 3 months will not be entertained, unless specific proof can be provided that the claim was already submitted within the 3 months period and the other party did not respond. Acceptable practice will be that claims must be raised within 3 working days of the claim incident!
	7.3. Delivery differences that were not raised at the time of the delivery will not be entertained, unless specific proof can be provided that the claim was already submitted at the time of the delivery and the other party did not respond. All efforts are made to deliver stocks to your outlet in good condition and in the correct quantity. Should any damages occur during the transportation of these items to your outlet, kindly deduct these items from your Goods Receipt and return stock to Bokomo Namibia with the same vehicle for full credit. It is the recipient's responsibility to make sure that he/she received the correct amount or number of articles noted on the sale's invoice.
7.4. The only claims that will be entertained by Bokomo Namibia are for: <ul style="list-style-type: none">- items short delivered on invoice,- items broken on delivery,- items delivered short dated (as per agreed parameters),- items delivered with poor quality, These items must be returned with the delivery or marked as short delivered.	

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CREDIT STANDARD AGREEMENT

Applicable to granting of all credit by Bokomo Namibia (Pty) Ltd

1.	In this agreement the following words and phrases have the meaning as given, except if clearly stated otherwise or if a different meaning suits the context:	
	1.1	Act The Companies Act No. 28 of 2004, as amended
	1.2	The Company Bokomo Namibia (Pty) Ltd
	1.3	Agreement The agreement that is created when the Company grants a credit facility to the Applicant according to the terms as set out herein
	1.4	Board of directors The board of directors of the Company
	1.5	The Applicant The person to whom credit is granted hereby
	1.6	Person Includes natural persons (joint ventures and partnerships), companies, close corporations, trusts, statutory bodies and other legal entity.
A reference to the male gender includes a reference to the female gender and the use of the singular includes the plural.		
2.	A credit facility ("the Facility") may be granted by the Company for the Applicant. The Facility will always be subject to the terms and conditions contained herein. The Facility may, at any point in time, without notice, be revoked by the Company. The terms and conditions of the Facility may be amended by the company by given written notice to the Applicant.	
3.	The Applicant hereby verifies that the information provided on the credit application that was submitted to the Company is true and correct. The Applicant further undertakes to inform the Company of any situation or event that may affect its creditworthiness. The Applicant acknowledges that the Facility is considered and, if granted, will be allowed on the strength of the information as contained in the credit application. If it appears that there has been any misrepresentation by the Applicant, whether intentionally or negligently done, such misrepresentation will amount to fraud. In the event of the Company becoming aware of any misrepresentation or any variation in the Applicant's financial position, then the Company will be entitled to, without any notice and with immediate effect, cancel the Facility whereon all amounts owed by the Applicant will immediately become due and payable.	
4.	4.1	The nature, duration and extent of the Facility is always within the exclusive discretion of the Company.
	4.2	Although different credit facilities may be allowed for the Applicant and although the terms, conditions and rates of interest between the facilities may differ, the total amount owed at any stage to the Company by the Applicant in terms of the different credit facilities and as reflected on the account statement, is the debt the Applicant owes the Company and that total amount shall be part of the principal debt. Other amounts referred to herein, excluding interest and financing charges, due and payable by the Applicant, shall also form part of the principal debt together with all such further amounts which, in terms of the Usury Act 73 of 1968 ("the Usury Act"), may legally be recovered as part of the principal debt.
	4.3	All payments made by the Applicant in terms of this Agreement must be made to the Company or to the agent or attorney duly authorized by the Company.
5.	5.1	Interest on and, where applicable, other financing charges associated with the principal debt is payable by the Applicant to the Company, which interest is calculated at a rate of 2% per month on overdue accounts, calculated daily and compounded monthly.
	5.2	Interest and financing charges are due and payable when they are debited against the Applicant's account, regardless of when the principal debt or part of it becomes due and payable or of when the Applicant receives the account.
	5.3	Any change in the method of calculating or in the rate of interest or the rate of the financing charges, shall bind the Applicant whenever the Board of Directors reach such a decision.
6.	6.1	The Facility will be granted to the Applicant to enable the Applicant to purchase goods or services from or with the assistance of the Company.
	6.2	The Applicant is not permitted to make any use of the Facility before he has not accepted these standard conditions by signing them; and complied with all the requirements of the Company for supplying security or otherwise.
7.	Without derogating from the generality of the preceding clause, all amounts owed at any stage by the Applicant to the Company will immediately and without notice become due and payable when the Applicant:	
	7.1	violates any provision of this agreement or of the Act; or
	7.2	fails to pay any amount promptly on the due date; or
	7.3	discontinues its business operations in their present form; or
	7.4	commits an act of insolvency; or



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	7.5	the sum of his liabilities exceeds the value of his assets as determined and valued by the Company; or
	7.6	takes any steps in an attempt to reach a compromise, statutory or otherwise, with his creditors; or
	7.7	the debtor should be finally divorced from his spouse by decree of a sanctioned court; or
	7.8	judgement is granted by a competent court against the Applicant, but such sentence has not been satisfied during a period of 30 (thirty) days; or
	7.9	does anything or fails to do anything or any occurrence of whatever nature befalls that to the judgement of the Company endangers the security of the company or the recoverability of any amount due to the Company from this agreement; or
	7.10	exceeds his credit facility; or
	7.11	Dies.
8.	In the event of the occurrence of any of the situations referred to in the preceding paragraph, the Company is entitled, with written notice to the Applicant, to withdraw the Facility in its entirety and in such a case the Company also has the right to utilize, as permitted by law, all the securities that it holds for the Applicant's debt and specifically take possession of those things for which ownership has been reserved for the Company, or for which a pledge has been established in favour of the Company.	
9.	The rights of ownership in all movables of whatever nature that the Applicant purchases by making use of the Facility, whether bought from the Company or from a third party and which does not vest in the Company in terms of the Act, vest and stay vested in the Company until being paid by the Applicant. For purposes of this agreement and in this regard the Applicant and the Company agree that:	
	9.1	he accepts delivery of such property from a third party as the representative of the Company;
	9.2	a representative of the Company is entitled at all times to enter all premises of the Applicant and to inspect his business operations and all its aspects and require from him to point out such property as intended in this agreement; and
	9.3	the Company has the right to affix such identification marks on the aforementioned property as the Company in its exclusive discretion requires, for which purpose the Applicant undertakes to assist the Company free of charge and to make such facilities as the Company might need for that purpose available free of charge;
	9.4	notwithstanding that all risk in and to all goods sold by the Company to the Applicant shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid and in the event of a breach of these terms and conditions by the Applicant, or if the Applicant is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors, or fails to satisfy a judgment granted against it within 7 days of the date of judgment or changes the structure of its ownership, the Company shall be entitled to take possession of the goods without prejudice to any further rights vested in the Company, and is hereby irrevocably authorized to enter upon the Applicant's premises to take possession of such goods without Court order;
	9.5	goods in the possession of the Applicant bearing the Company name, trademarks and labels shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by the Company in terms of par 9.4;
	9.6	The Applicant shall fully insure the goods purchased from the Company against loss or damage, until the full purchase price has been paid by the Applicant for such goods. Pending payment to the Company for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are ceded to the Company;
	9.7	where the goods are let by the Company to the Applicant, the Company retains ownership in and to the goods at all times;
	9.8	it shall not be necessary for the Company to specifically identify which individual goods duly packaged or otherwise have been paid for in the event of part payment being made by the Applicant;
	9.9	Goods in the possession of the Applicant bearing the Company name, trademarks and labels shall be deemed to be those that the Applicant purchased from the Company.
10.	10.1	The Company is entitled upon request to inspect any and all financial statements, account-books, records, returns, registers, bank statements and other similar documents relating to the Applicant's business operations, irrespective whether such documents are in his possession or not. For this purpose the Applicant gives irrevocable permission to any accountant or auditor, bank or other financial institution or any of his debtors or creditors, as well as the Receiver of Revenue, to give any required information to the Company in writing. Furthermore, the Applicant specifically and hereby appoints a duly authorized representative of the Company to act as the Applicant's agent with proper power of attorney and to sign such documents or carry out such acts as may be required to obtain release and possession of documentation for the Applicant from third parties such as the Receiver of Revenue or otherwise.
	10.2	The Applicant hereby undertakes to, within six (6) months of its financial year end, provide the applicant with certified copies of his financial statements.
11.	All payments made to the Company by the Applicant may be used by the Company for the payment of such debts of the Applicant, including interest and finance charges, as the Company in its exclusive discretion may determine. The Applicant further agrees that the proceeds of all products or all goods that he delivers to the Company may be applied in the discretion of the Company for the reduction of any amount that he owes the Company, irrespective whether that amount is due and payable at the stage when the produce or the goods are delivered.	
12.	While the Applicant owes any amount to the Company, the Company is entitled to demand from the Applicant to draw a bill of exchange, promissory note or cheque in favour of the Company for the amount of that debt or any other amount that debt or any other amount that may be determined by the Company and furthermore it is in the exclusive discretion of the Company to demand that the Applicant supply additional security as determined by the Company.	



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13.	The Applicant shall not be entitled to claim set off or deduction in respect of any payment due by the Applicant to the Company for goods or services supplied	
14.	The Applicant undertakes to provide upon demand all documents and to sign and take such actions as may be necessary including the payment of moneys required for or in connection with the provision of any security that the Company may require from time to time including real right securities such as pledges, notarial and mortgage bonds and the like	
15.	The Applicant declares and guarantees that	
	15.1	his spouse has given her permission in terms of section 7 of the Married Persons Equality Act 7 of 1996 accepting the applied for credit facility on the terms and conditions as contained herein;
	15.2	if somebody signs this agreement as a representative of the Applicant, then the signatory guarantees that he has the necessary authority to sign and the authority to bind the Applicant to the provisions hereof. If it becomes evident that the signatory does not have that authority, the signatory himself undertakes to pay all amounts that are payable or becomes payable hereunder to the Company and to comply with all the other provisions of this agreement as if the signatory himself had concluded the agreement.
16.	16.1	No conditions that appear on any order form that the Applicant uses for the purchase or ordering of goods or services from or through the Company is binding on the Company.
	16.2	When goods or services are purchased, the Company furnishes an original purchase invoice to the Applicant and is not obliged afterwards to provide a copy or a duplicate invoice.
	16.3	If the Applicant purchases goods of whatever type that were not manufactured by the Company itself, the Company is not obliged to give advice or instructions on the use or application of those goods. Under no circumstances would the Company be bound by any advice or instruction given by its staff regarding such use or application.
	16.4	The Company does not give nor imply any guarantee with respect to the quality nor the suitability of the goods for a specific application and is not bound to any representations not in writing regarding the quality of the goods or the suitability thereof for a specific use.
	16.5	In the event that the Company transports the goods to the Applicant, delivery and passing of the risk in the goods, shall be deemed to have taken place when the goods are off-loaded at the Applicant's premises. The signature of any employee of the Applicant on the Company delivery note or invoice shall be prima facie proof of the proper delivery of the goods, although an unsigned delivery note or invoice shall not be inverse proof of non-delivery.
	16.6	Delivery of goods to any delivery address given by the Applicant, shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of the Applicant.
	16.7	Whilst every effort will be made to despatch goods as advised, the Company does not guarantee despatch on any specific date and shall not be liable for any damages for failure to effect delivery/despatch timeously for any reason beyond the Company's reasonable control, including but not limited to, inability to secure transport, labour, power, materials, equipment or supplies or by reason of an act of God, war, civil disturbance, riot, state emergency, strike, lockout or other labour disputes, fire, flood, drought or legislation. The Applicant shall not be entitled to cancel any order by reason of such delay.
	16.8	In the event that the Company makes delivery to the Applicant in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Applicant to cancel the contract.
	16.9	The Applicant will be liable for payment of all fees, charges, expenses and costs incurred due to waiting time and the like due to the said carrier in respect of the transport of the goods to the Applicant.
	16.10	If the Applicant fails to take delivery of the goods ordered, or in any way delays the delivery of goods ordered, then the risk in the goods shall immediately pass to the Applicant and the Applicant shall be liable to pay the Company the reasonable costs of storing, insuring, and handling the goods, until delivery takes place.
17.	17.1	The Applicant does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of the Company all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Applicant may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("the Applicant's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the Applicant to the Company.
	17.2	Should it transpire that the Applicant at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Applicant's reversionary rights. Notwithstanding the terms of the a foregoing cession, the Applicant shall be entitled to institute action against any of its debtors provided that all sums of money which the Applicant collects from its debtors shall be collected on the Company's behalf and provided further that the Company shall at any time be entitled to terminate the Applicant's right to collect such moneys/debts.
	17.3	The Applicant shall be obliged to deliver all relevant information in documentary form or otherwise to the Company upon demand to enable the Company to claim moneys owed to the Applicant directly from third parties.
18.	18.1	The Applicant chooses herewith the following address as his <u>domicilium citandi et executandi</u> , as well as the address where all notices, accounts or other documents are to be sent or delivered to him. Business address : _____ Postal address : _____



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	18.2	If the Company were to institute legal action against the Applicant to enforce the Company's rights in terms of this agreement:
	18.2.1	the Applicant agrees, in terms of the provisions of section 45 of the Magistrate's Courts Act 32 of 1944, to the jurisdiction of the Magistrate's Court that, according to section 28, has jurisdiction over his person, irrespective of the fact that the amount to be exacted or the value of the right that is to be protected exceeds the legal competence of the Magistrate's Court; and
	18.2.2	The Applicant undertakes to pay all the costs of such action on the scale as between attorney and client. The aforementioned costs include collection costs that may be legally recovered from the Company by the legal representatives of the Company on all amounts that the legal representatives collect receiver, whether before or after sentence has been imposed on the Applicant.
19.		A certificate signed by any member of the Company's executive, financial manager, accountant or credit manager of the Company, and which shows the amount including interest and financing charges that according to the Company is at any time due and payable by the Applicant, shall for the purposes of all legal proceedings against the Applicant and/or guarantor for the recovery of such amount be <u>prima facie</u> proof of the facts contained in that certificate and of the amount including interest and financing costs due to the Company by the Applicant. It will be not necessary to prove the appointment of the relevant signatory of the certificate. The onus of disproving the sum claimed by the Company shall be upon the Applicant.
20.		The Applicant shall be obliged to keep an accurate and satisfactory record of all purchases made from the Company and shall be obligated to produce such records and documents in substantiation of any debasement of account which the Applicant may seek from the Company.
21.	21.1	The Company reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the Applicant from the time that the Applicant is notified thereof. Any subsequent dealings shall be on the Company's amended terms and conditions.
	21.2	This contract represents the entire agreement between the Company and the Applicant and shall govern all future contractual relationships between the Company and the Applicant and shall also be applicable to all debts which the Applicant may owe to the Company prior to the Applicant's signature hereto.
	21.3	No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Company. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the Company to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of the Company.
	21.4	No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Applicant's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of any contract.
	21.5	The Applicant shall not cede its rights nor assign its obligations.
22.		No deferment of payment, concession by the Company or failure to enforce any of the conditions of this agreement will create cause novation and shall not be taken to be a waiver of any of the rights of the Company, which rights can enforce at all times regardless of the foregoing
23.		The Company shall have the right to cede or otherwise transfer all of its rights in terms of these terms and conditions to a third party in its discretion.
24.		The Applicant confirms here with that he is married in/out of community of property with (Full names of spouse and identitynumber): _____ If married out of community of property, the Applicant shall, upon request, deliver such written proof as may be required by the Company to prove it.