



SA's Leading Board & Furniture Fittings Specialists

Wood City Group (Pty) Ltd

Reg no. 2008/005779/07 | VAT no. 4440250332

<http://www.woodcity.co.za>

SALE AGREEMENT WITH A DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

Registered Name of Business: _____

SOLE OWNER	PARTNERSHIP	(PTY) LIMITED	CLOSED CORP	TRUST	OTHER
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Trading Name: _____ Reg No: _____ VAT NO: _____

Physical Address: _____

Postal Address: _____ CODE: _____

Tel no: _____ Fax no: _____ Cell no: _____

Email: _____

Business Premises Owned OR Rented: _____

Name of Landlord: _____ Tel No: _____

Banking Details:

Name of Account Holder: _____

Bank: _____ Branch: _____

Account Number: _____ Branch Code: _____

***Kindly attach proof of banking details not older than three (3) months.*

Full Names of Owners/Directors/Partners/ Members/Trustees	ID No./Date of birth	Residential address (Physical address)	Telephone No. / Cell No.
1			
2			
3			
4			

Trade References:

Name	Telephone No.	Address
1		
2		
3		

Details of Property Owned by the Company/CC/Proprietor/Partners/Directors:

Address	Stand No & Township	Estimated Valuation	Bond Holder	Amount of Bond	In whose name is property registered
		R		R	
		R		R	

WOOD CITY GROUP

Branches:

Wood City Cape Town
 15A Reuben Kaye Street, Parow Industria, 7493
 PO Box 262, Parow, 7499
 Tel #: (021) 934 9902
 Fax #: (021) 9343600

Wood City Durban
 Unit 2, Aylesford Industrial Park, 3 Street, Mariannhill, Pinetown 3610
 Tel #: (082) 9298 982

Wood City Port Elizabeth
 Gate 2, GM Park Kempston Road, Port Elizabeth PO Box 14270, Sidwell, 6061
 Tel #: (041) 451 2747
 Fax #: (041) 451 2769

Wood City Pretoria
 115 Mosaic Road, Silvertondale, Pretoria PO Box 1537, Silverton, 0127
 Tel #: (012) 804 0730
 Fax #: (012) 804 3131

Wood City Marketing
 Gate 2, GM Park, Kempston Road, Port Elizabeth PO Box 14270, Sidwell, 6061
 Tel #: (041) 451 2747
 Fax #: (041) 453 3701

ANTICIPATED MONTHLY PURCHASES R.....

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I, THE UNDERSIGNED _____ IN MY CAPACITY AS _____

OF THE BUYER AND IN MY PERSONAL CAPACITY HEREBY WARRANT THAT:-

1. I AM DULY AUTHORISED BY THE BUYER TO SIGN THIS AGREEMENT ON IT'S BEHALF AND THAT THE ABOVE INFORMATION IS TRUE , CORRECT AND COMPLETE IN ALL RESPECTS;
2. AGREE THAT ALL TRANSACTIONS CONCLUDED WITH THE SUPPLIER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF SALE ON THE REVERSE HEREOF, WHICH I ACKNOWLEDGE HAVING READ AND UNDERSTOOD.
3. DO HEREBY ACKNOWLEDGE AND AGREE THAT BY MY SIGNATURE HERETO I BIND MYSELF, IN ACCORDANCE WITH CLAUSES 32 TO 38 AS SURETY AND CO-PRINCIPAL BUYER IN SOLIDUM WITH THE BUYER IN FAVOUR OF THE SUPPLIER FOR THE DUE PAYMENT BY THE BUYER OF ALL AMOUNTS WHICH MAY NOW OR AT ANY TIME HEREAFTER BECOME PAYABLE BY THE BUYER TO THE SUPPLIER.

Dated at _____ ON THE _____ DAY OF _____ 20____

SIGNATURE _____ (PRINT NAME) _____
FOR THE "BUYER" AND IN MY PERSONAL CAPACITY AS SURETY AND CO-PRINCIPAL BUYER

DOCUMENTS TO BE SUBMITTED TOGETHER WITH THE SALE AGREEMENT

Company
Certificate of Incorporation
OIPC Documents
VAT Registration Certificate
Copies of Director(s) ID
Confirmation from Bank of Banking Details
Resolution confirming Signatory Authorisation

Close Corporation
Founding Statement
CIPC Documents
VAT Registration Certificate
Copies of Member(s) ID
Confirmation from Bank of Banking Details
Letter from Auditor

For Office Use Only:

Sales Person: _____
Date: _____
Signature: _____

TERMS AND CONDITIONS OF SALE

The APPLICANT or its duly authorized agent does hereby apply for credit facilities with the CREDITOR and in consideration thereof the APPLICANT (as well as any surety for the APPLICANT - whose signature appears below) does hereby irrevocably accept the following terms and conditions:-

1. A certificate signed by the secretary/manager or any director of the CREDITOR reflecting the amount(s) owing by the APPLICANT to the CREDITOR in respect of the credit facilities granted to the APPLICANT in terms hereof relating to the APPLICANT'S dealings with the CREDITOR and of the fact that such amount(s) is/are due, owing and unpaid shall be *prima facie* proof of the amount(s) of such claims is required to be established and it shall rest with the APPLICANT to prove that such amount(s) is/are not owing and/or due and unpaid.
2. All overdue amounts shall bear interest on the overdue balances at the maximum rate permitted in law, such interest to be reckoned monthly in advance from due date to date of payment.
- 3.1 Notwithstanding the amount which may at any time be owing by the APPLICANT to the CREDITOR, the parties consent, in terms of Section 45 of the Magistrates' Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrates' Court having jurisdiction for the determination of any action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by the CREDITOR against the APPLICANT arising out of any transaction between the parties, ii being recorded that the CREDITOR shall be entitled, but not be obliged to bring any action or proceeding in the said court and that all costs incurred in any action against the applicant in any competent court including costs on an attorney and own client scale and attorneys collection commission will be paid by the APPLICANT.
- 3.2 Notwithstanding the terms of clause 3.1 above, the CREDITOR shall be entitled, but not obliged to, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in the nearest major city determined from the place of signature hereof. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleadings and discovery but shall do so on the basis that the matter is to be expedited and brought to arbitration within 60 (sixty) days of demand by the CREDITOR to the APPLICANT, and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of law need not be observed or taken into account by him/her in arriving at a decision. There parties agree that the arbitrator's decision shall be binding on each of them and shall be made an Order of Court of competent jurisdiction should it be necessary to execute under the arbitrator's award. The arbitrator may make any order as to costs as he/she deems just and equitable. It is recorded that the arbitrator is to be a junior advocate, of no less than 5 (five) years' experience as an advocate.
3. In the event of the APPLICANT defaulting in making payment of any amount that has become due and owing, the full balance outstanding (whether due or not) shall immediately become due and payable without notice to the APPLICANT).
4. The APPLICANT and I (the signatory hereof) hereby choose as *domicilium citandi et executandi* for all purposes arising out of this application and Deed of Suretyship at the address stipulated in the application for credit.
5. The APPLICANT and I undertake to notify the CREDITOR forthwith in writing of any change of address.
6. If the APPLICANT should fail to object to any item appearing on the CREDITOR's statement of account within 14 (fourteen) days of date of dispatch of the statement(s), the accounts shall be deemed to be in order.
7. Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa, a natural person shall include an juristic person and vice versa and the one gender shall include the other gender and vice versa.
8. The APPLICANT undertakes to notify the CREDITOR, in writing, within 7 (seven) days of any change in ownership of the APPLICANT'S business, or should the APPLICANT be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately become due and payable by the APPLICANT. In addition to the foregoing, the APPLICANT acknowledges that immediately upon any change of ownership in the APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by the APPLICANT to the CREDITOR.
9. Until such time as the APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in the CREDITOR. The CREDITOR shall, in its sole discretion, without notice to the APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event the APPLICANT shall be entitled to take possession of any such goods which goods are sold or the value thereof as determined by the CREDITOR. The APPLICANT hereby waives any right it may have in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by the CREDITOR. The APPLICANT hereby waives any right it may have for a spoliation order against the CREDITOR in the event that the CREDITOR takes possession of any goods.
10. The APPLICANT does hereby irrevocably and in *Rem Suam* cede, assign, transfer and make unto and in favour of the CREDITOR, all its right, title, interest, claim and demand in and to all claims/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, 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 or at any time hereafter be or become owing by the APPLICANT to the CREDITOR from whatsoever cause or obligation howsoever arising which the APPLICANT may be or become bound to perform in favour of the CREDITOR.
11. 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 to all the APPLICANT'S revisionary rights. Notwithstanding the terms of the 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 CREDITOR'S behalf and provided further that the CREDITOR shall at any time be entitled to terminate the APPLICANT'S right to collect such monies/debts.
12. The APPLICANT agrees that the CREDITOR shall be entitled at any time or times hereafter to give notice of this cession to all or any of the APPLICANT'S debtors.
13. The APPLICANT further agrees that the CREDITOR shall, at any time, be entitled to inspect any of the APPLICANT'S books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.
14. The goods shall be regarded as having been sold 'voetstoets' without warranty against latent defects therein. No liability whatsoever shall arise furthermore on the part of the CREDITOR for any representation or warranty made or alleged to have been made at any time in respect of the goods sold by the CREDITOR to the APPLICANT.

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15. In the event of any order being given to the CREDITOR on an order form reflecting the APPLICANT's name as the entity from which the order emanates, such order shall be deemed to have emanated from the APPLICANT, notwithstanding the fact that such order may have been given by a person not authorised by the APPLICANT and such order will be deemed to constitute valid delivery.
16. It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between the CREDITOR and the APPLICANT come into existence independently of the will of the parties and it shall not be necessary for either the CREDITOR or the APPLICANT to specifically raise set-off. Upon the operation of an automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.
17. Signature by the APPLICANT or by any representative of the APPLICANT of the CREDITOR's delivery note, shall be regarded as acceptance by the APPLICANT that the goods reflected in such delivery note have been properly and completely delivered.
18. The APPLICANT acknowledges that the CREDITOR is not the manufacturer of the goods. The APPLICANT accordingly indemnifies and holds the CREDITOR harmless against any claim that may be brought against the CREDITOR in consequences of such goods being defective and causing any damage whatsoever, whether through accident or negligence, gross negligence or any other cause.
19. The risk in and to the goods shall pass from the CREDITOR to the APPLICANT on the date of delivery notwithstanding that ownership will not pass to the APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of the CREDITOR's delivery note, proof of posting if the goods are posted to the customer, or delivery to the South African Transport Services OR Road Carrier if the goods are railed or transported by the CREDITOR. The post office/South African Transport Services or Road Carrier shall act as the agent of the APPLICANT.
20. The CREDITOR shall at any time in its sole discretion, be entitled to cede all or any of its rights in terms of this application for credit facilities and deed of suretyship of any third party without notice to the APPLICANT.
21. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of the CREDITOR shall not in any way operate as or be deemed to be a waiver by the CREDITOR of any rights under this contract, or be construed as a novation thereof.
22. Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain in full force and effect.
23. This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised agents.
24. Should the APPLICANT at any time be wound up, whether provisionally or finally, (which liquidation or sequestration shall be deemed to be a material breach by the APPLICANT) or in the event of the APPLICANT being an individual or partnership and having his/its estate sequestrated, whether provisionally or finally, any goods delivered by the CREDITOR to the APPLICANT and in respect of which payment has not been made at the date of the winding up or sequestration (whether payment in respect thereof is due or not) shall immediately be returned to and recoverable by the CREDITOR and the agreement pursuant to which such goods were sold shall be deemed to have been cancelled in respect of the goods so returnable/recoverable.
25. The APPLICANT acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from a proprietorship, partnership or company to a close corporation or from a proprietorship, partnership or a close corporation to a company at any time hereafter, as the case may be, any surety/signatory in terms of this application for credit shall nevertheless still remain bound as surety.
26. The APPLICANT acknowledges that no terms or variance with the terms and conditions of this application for credit and which have been sought to be introduced by the APPLICANT at any time shall be of any force or effect unless the CREDITOR has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by the APPLICANT shall apply. Without derogating from the generality of the foregoing, the CREDITOR shall not be regarded as having so expressly agreed by virtue merely of the CREDITOR having agreed to execute an order in which inconsistent terms have been introduced by the APPLICANT and notwithstanding that the CREDITOR has not rejected such inconsistent terms.
27. The APPLICANT acknowledges that should the correct goods be supplied and delivered and should these be returned at the APPLICANT's request due to no fault accruing to the CREDITOR, then such goods will be such subject to a 10% handling charge which shall immediately become due and payable by the APPLICANT. All payments and returns of goods to representatives or agents of the CREDITOR are entirely at the risk of the APPLICANT. Goods should be returned directly to the CREDITOR's place of business from where the goods were ordered.
28. The APPLICANT and I warrant that the information submitted above is true and correct in all respects and that the further terms and conditions of sale with the CREDITOR are those reflected herein, which further terms the APPLICANT and I are entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part hereof.
29. The CREDITOR does not appoint the post office as its agents for payment. All payments shall be made to the CREDITOR's place of business from where the goods were ordered. In the event of any payments being mislaid or lost in the post, the APPLICANT shall still be liable to the CREDITOR for the payment.
30. The terms of the credit granted by the CREDITOR are that payment is to be made in full within 60 (sixty) days of the APPLICANT ordering the goods from the CREDITOR.

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PERMISSION TO USE YOUR PERSONAL INFORMATION

By completing this Sale Agreement:

31. The APPLICANT hereby voluntarily authorises the CREDITOR to process the APPLICANT's and/or its employees personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the CREDITOR).
32. The APPLICANT indemnifies the CREDITOR against any action by the employees of the APPLICANT insofar as processing of their personal and special personal information is concerned.
33. Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the APPLICANT and the CREDITOR has been terminated.

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34. By agreeing to the terms of this Agreement the APPLICANT expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails and the like from the Company.
35. The CREDITOR is the responsible party in respect of such personal information, as envisaged in POPI and the regulations thereto and its address and contact details appear at the top of page 1 hereof.
36. The CREDITOR herewith warrants to take appropriate, reasonable technical and organisation measures to prevent: loss of, damage to or unauthorised destruction of the APPLICANT's personal information and unlawful access to or producing of the APPLICANT's personal information.
37. In the event that the CREDITOR's becomes aware of any unauthorised use of the APPLICANT's personal information, the CREDITOR will notify the APPLICANT thereof.

PROTECTING YOUR SPECIAL PERSONAL INFORMATION

38. By agreeing to the terms of this Agreement the APPLICANT expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by the CREDITOR.

YOUR RIGHTS IN TERMS OF THIS CONSENT

39. It shall remain the APPLICANTs obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

TRANS-BORDER FLOW OF INFORMATION

40. The APPLICANT hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the APPLICANT's behalf.

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CESSION OF CLAIMS

41. The APPLICANT and Surety hereby jointly and severally, irrevocably and *in rem suam* (concerning (in) one's own affairs) cedes and assign as a pledge unto and in favour of the CREDITOR, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the APPLICANT and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the APPLICANT and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in *securitatum debiti* (as security for the debt) and is not an out-and-out cession.
42. Should it transpire that the APPLICANT and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the APPLICANT and/or Surety's reversionary rights.
43. This Cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the APPLICANT and/or Surety's indebtedness to the CREDITOR.
44. For the purpose of giving effect to the foregoing Cession both the APPLICANT and Surety hereby nominate, constitute and appoint the CREDITOR to be its Attorney and Agent, *in rem suam* (concerning (in) one's own affairs), with full authority for the APPLICANT and/or Surety and in the APPLICANT and/or Surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the APPLICANT and/or Surety's behalf and in the APPLICANT and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the APPLICANT and/or Surety's.
45. The APPLICANT and Surety agree that, on request by the CREDITOR, they shall be obliged to hand over to the CREDITOR all books of account, contracts, invoices, documents and the like which it may require for the purposes of ascertaining the amounts due to the APPLICANT and/or Surety for the purpose of recovery of payment.
46. The APPLICANT and Surety shall be obliged to furnish the CREDITOR with a schedule of all debts due to the APPLICANT and/or Surety by its debtors monthly and upon demand. Notwithstanding the foregoing, the CREDITOR or its nominee shall at all times be entitled to inspect all or any of the APPLICANT and Surety's records as the CREDITOR deems fit. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of the CREDITOR hereunder, and the CREDITOR shall at all times be deemed to have perfected its security in terms hereof.

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DEED OF SURETYSHIP

47. The signatory hereto binds himself as surety and co-principal APPLICANT in solidum with the APPLICANT in favour of the CREDITOR for the due payment of all amounts which may at any time be payable by the APPLICANT to the CREDITOR from any cause use of action whatsoever and whether acquired by the CREDITOR by way of cession or otherwise. The terms and conditions of this Sale Agreement shall apply *mutatis mutandis* (*in precisely the same manner*), to the Suretyship. The Surety/ies further waives the benefits of excussion and division (by renouncing these benefits, the CREDITOR becomes entitled to sue any one Surety for the full amount owing without first proceeding against or suing the APPLICANT or any other Surety) and of the legal exceptions non numeratae pecuniae (by renouncing this benefit as Surety is precluded from raising the defence that no money of equivalent thereof has passed between the APPLICANT and the CREDITOR) and non-causa debiti (by renouncing this benefit a Surety is precluded from raising the defence that there was no cause of action or reason for the APPLICANTs indebtedness to the CREDITOR) and acknowledges himself to be fully acquainted with the meanings of these terms.
48. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the APPLICANT's indebtedness to the CREDITOR. It may not be withdrawn, revoked or cancelled by the APPLICANT without the CREDITOR's prior written consent. Any consensual cancellation or withdrawal of this suretyship by the APPLICANT and the CREDITOR shall only be valid and effective if reduced to writing and signed by both parties thereto.
49. Any admission of liability by the APPLICANT shall be binding upon the surety.
50. A certificate under the hand of any director or manager of the CREDITOR (whose appointment need not be proved) as to the existence and the amount of the APPLICANT's indebtedness and the surety's indebtedness to the CREDITOR at any time, as to the fact that such amount is due and payable, the amount of mora interest accrued thereon and as to any other fact, matter or thing relating to the APPLICANT's indebtedness to the CREDITOR and the surety's indebtedness to the CREDITOR, shall be sufficient and satisfactory proof of the contents and correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the APPLICANT and/or the surety in any competent court and shall be valid as a liquid document for such purpose.
51. I/ We hereby guarantee in favour of the CREDITOR, the payment of all and / or any debts which are the subject matter of this deed of suretyship.
52. I/ We furnish the guarantee to the CREDITOR as a principal obligation and assume liability for such principal obligation (as distinct from the corollary obligation referred to elsewhere in this deed of Suretyship).
53. I/We guarantee payment to the CREDITOR of any amount which may still be owing to the CREDITOR subsequent to The CREDITOR having received any amount from the APPLICANT by way of reduction of the CREDITOR's claim against the APPLICANT, whether having received the amount by way of compromise, settlement or pursuant to any business rescue plan as provided for in the Companies Act No.71 of 2008, irrespective of whether the plan provides for the release of the APPLICANT, or under any circumstance of whatsoever nature.

CESSION BY SUPPLIER

54. Should the CREDITOR cede its claim against the APPLICANT and surety to any third party ("the Cessionary"), then the above Cession of Claims and Deed of Suretyship shall be deemed to have been given by the APPLICANT and surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such Cession or at any time thereafter be or become owing by the APPLICANT and Surety to the Cessionary (whether acquired the Cessionary by way of Cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the Cession of Claims and Deed of Suretyship as if such Cessionary were the CREDITOR hereunder.
55. The APPLICANT agrees that if one clause is found to be invalid, this invalid clause does not affect the validity of the remainder of the agreement.

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PURCHASER / APPLICANT: _____ (FULL NAME IN PRINT)

DATED AT _____ ON THIS THE _____ DAY OF _____ 20____

AS WITNESS 1:

(SIGNATURE)
(FULL NAME)
(ID NO)

AS WITNESS 2:

(SIGNATURE)
(FULL NAME)
(ID NO)