



# AARTAPPELNETWERK SUID-AFRIKA BK - POTATONET SOUTH-AFRICA CC

BK REG NR: CK 99/00334/23

## Hoofkantoor / Head Office:

Eugene Maraisstraat 31, Gholfsig, Posbus 1075, Middelburg 1050 - Tel (013) 243 0544 - Faks: (013) 243 0546

REKENING NR. / ACCOUNT NO.

## 30 DAE REKENING AANSOEK 30 DAY ACCOUNT APPLICATION

EK, DIE ONDERGETEKENDE (Volle naam en van) - BK, Maatskappy, Trust  
I, THE UNDERSIGNED (Full name and surname) - CC, Company, Trust

Indien aansoeker 'n BK, Maatskappy of Trust is, hierin verteenwoordig deur:  
Name of representative if applicant are a CC, Company or Trust.:

Woonadres  
Residential Address

Posadres  
Postal Address

Poskode  
Postal Code

I.D. Nommer  
I.D. Number

Tel. Nommer  
Tel. Number

B.T.W. Nommer  
V.A.T. Number

(Plus sertifikaat indien nie by ANSA)  
(Plus certificate, if not yet at ANSA)

Koöperasie lidmaatskap  
Co-Operation Membership

Lid nommer  
Member number

Bank

Tak  
Branch

Rekening nommer  
Account number

Tak kode  
Branch code

	Hoeveelheid Quantity	Rand waarde Rand value
Aartappelsaad / Seedpotatoes		
Vervoer / Transport		
Moersakke / 25kg Poliprop bags		
Verpakkingsmateriaal / 10kg pockets		
Diverse / Other		
TOTAAL TOTAL		

Ek onderneem hiermee om die faktuur-bedrag ten opsigte van die bogenoemde aankope soos aangedui in kontant te betaal 30 dae na aflewering maar voor die einde van die maand wat volg op die maand van aflewering.

Indien aansoek gedoen word namens 'n Beslote Korporasie, Maatskappy of Trust, aanvaar die verteenwoordiger hierbo as mede-hoofskuldenaar aanspreeklikheid vir alle verpligtinge van die Beslote Korporasie, Maatskappy of Trust.

Ek aanvaar aanspreeklikheid vir alle prokureur- en kliëntkoste insluitende invorderingskommissie indien my rekening aan prokureurs oorhandig word as gevolg van wanbetaling van my rekening en bevestig dat alle betalings eerstens aangewend kan word ten opsigte van koste, rente en daarna kapitaal.

Rente sal gehew word op die rekening ouer as dertig dae teen heersende bank prima koers plus 5% vir agterstallige rekeninge. (Sien keersy vir voorwaardes.)

I hereby undertake to pay the amount, indicated on the invoice for mentioned purchases, in cash within 30 days of delivery and before the end of the following month of delivery.

If an application was made on behalf of a cc, company or trust, the above mentioned representative accepts responsibility as CO-debtor for all commitments of the cc, company or trust.

I hereby accept responsibility for all costs of lawyers or clients, including recovery commission if my account is handed over to lawyers because of failure to pay. I hereby confirm that all payments will first be used for cost and interest and then for capital.

Interest of prevailing bank prime rates plus 5% will be charged to all outstanding accounts older than 30 days.

Getuie / Witness

Handtekening / Signature

(Ek aanvaar die voorwaardes soos op keersy hiervan)

(I accept the conditions of sale as indicated on the reverse)

Getuie / Witness

Datum / Date

# AANSOEK OM 30 DAE KREDIET

STANDAARD VOORWAARDES VAN TOEPASSING OP ALLE KREDIETVERLENING VAN  
AARTAPPELNETWERK S.A., HIERNA GENOEM ANSA

# APPLICATION FOR 30 DAYS CREDIT

STANDARD CONDITIONS ARE APPLICABLE ON ALL CREDIT GIVEN  
BY POTATONET SA CC HEREAFTER CALLED ANSA

- Kredietfasiliteite sal terugbetaalbaar wees gedurende termyne en op wyses soos deur ANSA toegestaan.
- Ek is op hoogte daarmee dat ANSA by magte is om rentekoerse op skulde van hierdie aard van tyd tot tyd te verhoog of te verlaag en om rente maandeliks te kapitaliseer. Indien rentekoerse aldus verhoog/verlaag sou word voordat hierdie skuld ten volle afgelos is, sal die balans verskuldig op die datum van sodanige verhoogde/verlaagde rente, rente dra teen sodanige rentekoers.
- Die koper moet self toesien dat krediet wat hy opneem, nie die perk wat aan hom toegestaan is, oorskry nie en enige bedrag waarmee die perk oorskry word, sal onmiddellik opeisbaar en betaalbaar wees.
- Indien die koper die reëlings van betaling van enige van sy rekenings by ANSA nie stiptelik nakom nie, sal sy volle skuld by ANSA onmiddellik opeisbaar en betaalbaar wees.
- Indien dit aan die lig kom dat, volgens ANSA se uitsluitlike oordeel, enige wesenlike wanbewerings in die koper se aansoek om krediet gemaak is, en/of die koper se kredietwaardigheid voor die betaaldatum van enige van sy rekenings by ANSA sodanig verswak dat die risiko vir die invordering van die skuld volgens die uitsluitlike oordeel van ANSA onaanvaarbaar hoër is as toe die krediet aanvanklik toegestaan is, sal alle bedrae deur die koper aan ANSA verskuldig, onmiddellik opeisbaar en betaalbaar wees.
- Ek doen hiermee afstand van alle voordele wat voortspruit uit die wetlike eksepsies non numeratae pecuniae, non causa debiti, hersiening van rekenings en geen waarde geniet, met die krag en betekenis waarvan ek verklaar dat ek ten volle bekend is.
- Ek kies hiermee as my domicilium citandi et executandi, die adres aangegee, waar alle kennisgewings en prosesstukke op my beteken kan word.
- Ingevolge die bepalings van Artikel 45 van wet 32/1944 soos gewysig, stem ek hiermee skriftelik toe tot die jurisdiksie van die Landdroshof indien enige geregtelike stappe teen my ingestel mag word.
- Alle betalings deur my gemaak, sal eerstens aangewend word ten aansien van rente en ten laaste ten aansien van kapitaal.
- Geen uitdruklike of stilswyende waarborg word deur ANSA aan my gegee aangaande die egtheid van die variëteit, die kwaliteit, groei, ontkiemingskrag of oesresultate van die saad nie, of dat die saad vry is van enige siekte/latente siekte en/of gebreke/latente gebreke wat onder hierdie aansoek aan my gelewer word nie.
- Ek verklaar hiermee dat ek nie op datum hiervan aansoek by die Departement van Landbou vir finansiële hulp gedoen het nie en dat ek nie voornemens is om in die nabye toekoms aansoek te doen nie. Indien ek wel aansoek doen tydens die termyn van hierdie lening, sal ek ANSA onmiddellik skriftelik in kennis stel.
- Indien ek enige van die voorwaardes van hierdie ooreenkoms sou verbreek of nie nakom nie, sal ANSA die reg hê om die lening of kredietfasiliteit onmiddellik te kanselleer en ek sal verplig wees om die volle uitstaande skuld onmiddellik in kontant te vereffen en ANSA nog steeds die reg sal hê om teen my op te tree.
- Hiermee magtig ek ANSA om namens my met al my krediteure te mag onderhandel en om my skuldbedrae te bevestig.
- Ek erken dat ek bewus is daarvan dat ANSA bloot as tussenganger en agent optree in die verkoping aan my van aartappelsaad (moere) van watter aard of variëteit ookal en dat ANSA nie die verkoper/of eienaar van die betrokke produkte was of is nie.
  - Dit word deur my aanvaar en erken dat ek geen eis van watter aard ookal teen ANSA het of mag hê of aanhangig mag maak, hetsy wat betref skadevergoeding, gevolgskaade of skade van watter aard ookal, wat ek mag ly of gely het, ten opsigte van enige produkte of produksiemiddele voormeld of andersins wat ek deur bemiddeling van ANSA verkry of bekom het of wat deur ANSA aanbeveel of aan my bekendgestel is nie.
- Die vervoer of aflewering van enige produkte wat ek deur die bemiddeling van ANSA bekom het, sal vervoer of afgelewer word op my uitsluitlike risiko en ook vir my rekening en ANSA sal nie verantwoordelik wees vir enige skade van watter aard ookal wat mag voortspruit uit sodanige vervoer of aflewering nie.
  - Alle reëlings wat ANSA doen met betrekking tot die vervoer of aflewering voormeld, word deur hulle as my agent en verteenwoordiger gedoen en ek is steeds aanspreeklik vir die betaling daarvan.
  - Die eiendomsreg en risiko ten opsigte van sodanige goedere of produkte sal na my oorgaan by sodanige plek en op sodanige tyd as waar dit aan die vervoerkontraakteur gelewer word, welke kontraakteur ge-ag my agente te wees.
- Ek magtig hiermee enige Markagent en/of enige ander Koper van my produkte om die opbrengs van die verkoopte produkte aan die ANSA oor te betaal as synde die Prinsipaal soos bedoel in Artikel 16 van die Wet op Agenskapsverkoping van landbouprodukte no 12 van 1975 indien ek nie die betalingsvoorwaardes nakom nie.

- Credit facilities will be repaid during terms and as indicated by ANSA.
- I understand that ANSA is entitled to charge interest on all debts and may lower or raise interest rates and capitalise interest monthly. If interest rates are raised or lowered before debts have been paid off, the balance owed on the date, if lowered or raised interest, will carry interest at paid rate.
- The buyer must see to it that the credit that he takes up doesn't exceed the limit awarded to him. If the limit is exceeded the amount must be paid back immediately.
- If the buyer doesn't abide by the regulation stipulated by ANSA for the payment of any of his accounts, his full debt will be claimed immediately by ANSA.
- If it becomes known that, according to ANSA's sole benefit, any untruth or misrepresentation has been made by the buyer in his application for credit, and/or his credit standing worsened as such that there is an unacceptably higher risk in the recovery of debt since credit has been awarded by ANSA must be paid immediately.
- I hereby renounce all benefits that may arise from legal exceptions non numeratae pecuniae, non causa debiti, revision of accounts and having no value, with the knowledge that I declare known to me.
- I hereby choose as my domicilium citandi et executandi the address given where all notices and papers will be served upon me.
- I agree herewith to jurisdiction of the Magistrates' Court according to the provision of Article 45 of Act 32/1944 as changed, if any legal steps are to be taken against me.
- All, payments made by me will firstly be used for interest before any capital will be paid off.
- No specific or silent guarantee is given to me by ANSA regarding the authenticity of the variety, quality, vegetative faculte, germination force or harvesting results of the seed, or that the seed is free of any disease / latent disease and or defect that is rendered me under this application.
- I hereby declare that I have not applied for financial help from the Department of Agriculture on this date and that I don't intend to do so in the nearby future. If I do apply for this during the term of this loan. I will inform ANSA immediately in writing.
- If I break or fail to comply to any of these stipulations, ANSA will have the right to cancel this loan or my credit facility immediately. I will also be forced to pay all outstanding amounts in cash immediately and ANSA will still have the right to take action against me.
- I hereby authorise ANSA to confer with all my creditors on my behalf and to confirm all my debts.
- I admit that I am aware of the fact that ANSA is only the mediator and agent in the sales to me of seed potatoes of whatever variety and that ANSA is/was not the seller/owner of the relevant product.
  - I accept and admit that I have no claim of any kind against ANSA nor may I have any claim regarding compensation for any damage, result of damage of any kind that I may suffer or have suffered regarding any products, means of production mentioned or otherwise that I have obtained through the mediation of ANSA or which have been introduced to me or recommended by ANSA.
- The transport or delivery of any products that I have bought through ANSA will be transported and delivered at my personal risk and for my account and ANSA will not be responsible for any damage of whatever nature that may result in the transport and delivery.
  - All arrangements made by ANSA regarding the transport and delivery mentioned, are made by them as my agent and representative and I am still responsible for the payments thereof.
  - The ownership and risk involved with mentioned goods or products become my responsibility at the place and time that it is given to the transport contractor who will be regarded as my agent.
- I hereby authorise any Marketing agent or any other buyer of my products to pay the proceeds of the solid products to ANSA as the Principal as meant in article 16 of the act on Agency sales of agricultural products no 12 of 1975 if I do not honour the conditions of payment.

Ek, die ondergetekende aansoeker om kredietfasiliteite, verbind my hiermee tot voormelde standaard voorwaardes.

Ek sertifiseer dat alle inligting wat op hierdie vorm verskyn deur my persoonlik ingevul en/of nagegaan is en dat dit volledig en korrek is.

I, the undersigned applicant of credit facilities, hereby admit that I am bound by above mentioned standard conditions.

I certify that all information appearing on this form has been completed personally by myself and / or checked and that it is correct and complete

Geteken te/Signed at

op hierdie/on this

dag/day van/of

20

Getuies/Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

Handtekening van Aansoeker/Signature of Applicant