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## SUPPLIER AGREEMENT

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Entered between:

APPLICANT'S NAME: \_\_\_\_\_

IDENTIFICATION NR: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

(Hereinafter referred to as the APPLICANT)

And  
CAPTAIN LIQUOR DISRIBUTORS  
OF 81 FEDLER STREET  
AUREUS, RANDFONTEIN

1. The Applicant acknowledges that Captain Liquor Distributors are the Supplier and Distributor of Products.
2. The Supplier and/or its successor in title hereby reserve the right to amend any terms of this agreement from time to time at its sole and absolute discretion.
3. The Applicant hereby guarantees that he/she has a valid liquor license, as required by the Liquor Act; and that the Applicant is fully authorised to purchase liquor from the Supplier. The Applicant undertakes to act in good faith at all times by notifying the Supplier of any endorsements, penalties and/or claims against the liquor license and/or Applicant.
4. The Applicant acknowledges that he/she/authorised agent remains liable for all outstanding accounts for Products supplied, including any delivery cost.
5. The Supplier may at any time without notice to the Applicant close any buying facility opened in favour of the Applicant, and refuse to supply any further products. In the event of the "Stop Supply" of goods, the Supplier shall not be held liable for any loss or damage suffered as a result hereof.
6. The Supplier holds the sole and absolute discretion to change any prices discounted on the price list supplied.
7. Notwithstanding anything to the contrary herein contained, the Applicant remains liable for payment of Products supplied as per the date of Statement/Invoice.
8. It remains the duty of the Applicant to acquaint him/her self with any price changes. No variation and/or alteration to the prices of Products supplied will be accepted, unless agreed by the parties. Payments must be made according to the invoice received by the Applicant.
9. No consensual cancellation, addition, alteration or variation of this agreement shall be binding on the parties hereto unless reduced to writing and signed by both parties. The Supplier shall not be bound to any relaxation or indulgence or extensions of time for performance accorded to the Applicant of any of the Applicant's obligations hereof unless reduced to writing and signed by both parties.
10. It shall be the duty of the Applicant to notify the Supplier of any change in the Applicant's Status or of the information hereby furnished, including the address of the Applicant, both physical and registered, encumberment and/or intended alienation of the liquor license or movable assets other than in the ordinary course of business. Such notice must be given in writing to the Supplier within 7(SEVEN) Days of date of any change.
11. The Supplier undertakes to furnish a statement to the Applicant for goods supplied when requested. The statement under the hand of the Supplier or any agent or manager of the Supplier showing the total balance outstanding in terms hereof as at the date of the statement shall at all times be deemed the conclusive proof of the said total balance. Any objections raised by the Applicant must be in writing within 7 (SEVEN) Days of receipt of goods.

12. In the event of a credit balance reflecting on an account, it shall be the discretion of the Supplier to retain such credit to be offset against any future debit on the account, alternatively to effect payment to the Application in respect thereof.
13. The Applicant agrees to the jurisdiction of the Magistrate's Court in terms of the Magistrate's Court Act having jurisdiction, irrespective of the amount involved. In the event of the Applicant failing to make payment, the Supplier shall have the right to immediately sue for the total amount outstanding without giving any notice. The Applicant accept that in such circumstances, he/she shall be liable for payment of all legal fees on the attorney and client scale of costs including collection commission, incurred by the Supplier in demanding and enforcing compliance.
14. All goods remain the property of the Supplier until such products are paid in full. C.O.D. supplies must be paid immediately. In the event of non payment the products will be returned to the Supplier.
15. Payments are to be made by direct deposits; EFT's or Cash collections only.
16. No extensions on payments will be allowed without prior consent from the Supplier. Payments must be made as agreed between the parties. In the event of EFT payments, the payment must reflect in the Supplier's account, before the next order will be delivered. The Supplier holds the discretion not to supply any further products until all outstanding balances have been settled.
17. Cheques will only be accepted after prior approval of the Supplier. Should cheques paid by the Applicant be returned due to Non-payment, the Supplier will have the right to refuse any further cheque payments. All balances outstanding will remain payable by the Applicant in cash.
18. The Applicant hereby renounces the benefits of the legal exception *non numeratae pecuniae, non causa debiti* and *errore calculi* and revision of accounts and acknowledges that the Applicant is fully aware of the meaning and effect of such renunciation.
19. The Applicant have no right to cede, assign, or make over its rights, title and interests in terms hereof without consent of the Supplier to the effect of any goods supplied or account payable.
20. The Applicant undertakes to supply the Supplier with any security on demand as the Supplier deems fit, in order to acquire accountability when needed. In the event of monetary security supplied, the amount will remain in credit on the Applicants account, to be used in any event of failure to payment of accounts.
21. The Applicant confirms that he/she is aware that certain bottles and containers are subject to a deposit being paid and that amounts payable in respect thereof and credit allowed thereon shall be published by the Supplier.
22. In the event of any product, package or label purchased by the Applicant is in any way damaged, the Applicant undertakes to notify the Supplier immediately for the purpose of exchange or to re-purchase such product, at the discretion of the Supplier.
23. The Applicant nominates the address stated on application form as the address domicilium citandi et executandi where all documents, processes, etc will be served.
24. The Supplier nominates 81 Fedler Street, Aureus, Randfontein, 1759, as the Head Office.
25. The Applicant consent to the Supplier sharing information on his/her account with other creditors and/or credit bureaux, solely for the purpose to prevent fraud or irregularities.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**FULL NAMES APPLICANT**

\_\_\_\_\_  
**SUPPLIER**

\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

\_\_\_\_\_  
**WITNESS APPLICANT**

\_\_\_\_\_  
**WITNESS SUPPLIER**