

PANNAR SEED (PTY) LTD

Registration Number: 1986/00214807
PO Box 19, Greytown 3250



APPLICATION TO OPEN A TRADING ACCOUNT

SECTION A:

CONFIDENTIAL

Name of Purchaser:						
Trading Name:		Type of Business:				
Description of Business:						
Existing PANNAR Account Name:			Account Number:			
Contact Person:						
Phone:		Fax:		E-mail:		
Person Responsible for Payment of Account:						
Phone:		Fax:		E-mail:		
Physical Address: Where All Notices, Including Legal Notices Can Be Sent.						
Postal Address:						
VAT Registration No:			VAT Certificate Attached:		YES	NO
Name of Bank:			Name of Account Holder:			
Branch:		Branch Code:		Account Number:		
Name of Auditor/Accountant:						
Phone:		Fax:		E-mail Address:		
Are Previous Seed Purchases Fully Paid?		YES	NO	Trading Limit Requested		R

SECTION B: PERMISSION TO CHECK APPLICANT'S FINANCIAL STANDING

I hereby authorise the financial department of PANNAR SEED (PTY) LIMITED (hereinafter referred to as "PANNAR") to obtain any financial information as reasonably needed by PANNAR, to determine if I am able to pay and satisfy any obligations on time under this account, taking into consideration my:

- financial means, prospects and obligations; and
- ability to satisfy all obligations under all existing trade agreements.

I hereby authorise PANNAR to:

1. Request my latest audited statements from my auditor / accountant, details of whom are set out in this Application;
2. Request any additional credit related information and / or references from my bank manager, details of whom are set out in this Application;
3. Contact any of my suppliers for trade references and / or other information, details of whom are set out in this Application; and
4. Make any enquires about my credit history and records with any credit references agency / bureau and to provide such agency / bureau with any credit information pertaining to my credit records.

SECTION C: LEGAL ENTITY - COMPLETE ONLY 1 OR 2 OR 3

1. INDIVIDUAL (SOLE PROPRIETOR)

Full Names and Surname				
Identity Number				
Marital Status: (mark with an X)	Single	Community of Property	Ante-nuptial with Accrual	Ante-nuptial without Accrual
Have you ever been declared insolvent?				
If "Yes" when were you rehabilitated?				
Have you signed surety for a person or entity?				
If 'Yes' please give full details and whether you are still bound by the surety:				

2. GOVERNMENT / STATE OWNED COMPANY OR GOVERNMENT ORGANISATION

Name of Establishment:	
Name of Project:	

3. OTHER

Name of Entity:		Registration No:	
Partnership:	Close Corporation:	Private Company:	Trust:
Public Company Listed:	Public Company Unlisted:	Co-operative:	No of Trustees:
Names of Subsidiaries:			

SECTION D: NAMES AND ADDRESSES OF PARTNERS / DIRECTORS / MEMBERS AND / OR TRUSTEES:

1. Full Name & Surname:	Identity No:
Physical Address:	Postal Address:
Phone:	E-mail:

2. Full Name & Surname:	Identity No:
Physical Address:	Postal Address:
Phone:	E-mail:

3. Full Name & Surname:	Identity No:
Physical Address:	Postal Address:
Phone:	E-mail:

4. Full Name & Surname:	Identity No:
Physical Address:	Postal Address:
Phone:	E-mail:

5. Full Name & Surname:	Identity No:
Physical Address:	Postal Address:
Phone:	E-mail:

SECTION E: PRIVATE COMPANY / CLOSE CORPORATION / TRUST

NB: ALL DIRECTORS / MEMBERS / TRUSTEES must complete the Deed of Surety on separate forms, as contained in Annexure "A" attached hereto.

SECTION F: TRADE REFERENCES

	Institution / Entity	Town	Telephone Number	Account Number	Contact Person
Seed Company					
Fuel Company					
Sprays Company					
Co-operative					
Other					

PARTICULARS OF FARM

Farm Name	Owner	Total Valuation Currently (R)	Value of Bonds (R)	Bond Holder	Size: Hectares

PARTICULARS OF CROP AND LIVESTOCK

Crop Type	Hectare Qty	Date of Expected Income	Type of Livestock	Quantity
			Cattle:	
			Sheep:	
			Other:	
			Other:	

SECTION G: BENCHMARKS FOR APPLICABILITY OF THE NATIONAL CREDIT ACT 34 OF 2005 AND THE CONSUMER PROTECTION ACT 68 OF 2008

Monetary Asset Value:	More than R1 million	More than R2 million
Annual Turnover:	More than R1 million	More than R2 million

SECTION H: THE FOLLOWING DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THIS APPLICATION:

1. This duly completed and signed Application form;
2. A duly signed Trading Agreement; and
3. VAT Certificate.

In addition to the above, the following documents may be required by PANNAR:

4. Copies of the Identity Documents of the Applicant or all the partners, members, directors or trustees of the Applicant;
5. If the Applicant is a Trust, a copy of the Trust Deed and the most recent Letters of Authority;
6. The Applicant's most recent financial statements;
7. The Applicant's most recent management accounts; and
8. The Applicant's most recent tax returns statements.

SECTION I: CONDITIONS OF THE TRADING ACCOUNT

1. I / We declare that the information provided in this Application is both true and correct.
2. I / We hereby agree to re-apply for a new Trading Account at any time as requested by PANNAR.
3. I / We understand that this is an Application for a Trading Account with PANNAR and is subject to PANNAR approving the Trading Account. PANNAR will inform me / us in writing if this Application has been approved.
4. The extent of the Trading Account is in the exclusive discretion of PANNAR and may be suspended and / or terminated:
 - 4.1 with reasonable notice should the Applicant not be in breach; and
 - 4.2 immediately, should the Applicant be in breach.
5. I/We acknowledge that the terms and conditions of PANNAR'S Trading Agreement shall apply to all transactions and that I/We shall be required to sign such Trading Agreement.

SIGNED at _____ this _____ day of _____ 20 _____

NAME OF APPLICANT: _____ SIGNATURE: _____
or duly authorised representative

Position Held: _____

WITNESS:

Full Name: _____
hereby confirm that the abovementioned applicant has signed in my presence.

Signature: _____ Address: _____

TO BE COMPLETED BY ALL DIRECTORS / MEMBERS / TRUSTEES OF PRIVATE COMPANIES, CLOSE CORPORATIONS AND TRUSTS - SEE PARTS D AND E OF APPLICATION TO OPEN A TRADING ACCOUNT

DEED OF SURETY

I / We, the undersigned

_____ (full name/s of person/s)
(hereinafter referred to as "the Surety")

_____ (full name/s of person/s)
(hereinafter referred to as "the Surety")

bind myself / ourselves to and in favour of **PANNAR SEED (PTY) LIMITED**
(hereinafter referred to as "PANNAR")

for and on behalf of _____ (name of person/entity)
(hereinafter referred to as "the Principal Debtor")

as surety and co-principal debtor/s jointly and severally with each other, for the due and proper payment on demand of all sums of money, which the Principal Debtor may now and from time to time hereafter owe or be indebted to PANNAR under or arising out of the Trading Agreement, concluded between PANNAR and the Principal Debtor, or any other indebtedness owing by the Principal Debtor to PANNAR howsoever arising, including (but without limitation) damages, legal costs and interest.

I / we consent to the jurisdiction of the Magistrates' Court and/or the Regional Court in respect of any claim instituted in terms of this Deed of Surety, regardless of the amount involved.

Should this Deed of Surety provide for more than one surety, but any such surety does not sign this Deed and I or is otherwise not liable, the remaining sureties shall remain liable. The sureties therefore waive the *beneficium divisionis*.

I / we choose the physical address/es as indicated below against my/our signatures where all notices, including legal notices can be sent.

I / we by my / our signatures acknowledge that this Deed of Surety had been fully and properly completed at the time of signing.

SIGNED at _____ this _____ day of _____ 20 _____

Surety (Signature): _____ Address: _____

Designation: _____

SIGNED at _____ this _____ day of _____ 20 _____

Surety (Signature): _____ Address: _____

Designation: _____

Witness:

Full Name: _____ Confirm that the abovementioned sureties have signed in my presence.

Signature: _____ Address: _____
