

GENERAL TERMS & CONDITIONS OF TRADE

IN RESPECT OF

WESTERN FREE STATE SEED-POTATO GROWERS (PTY) LTD
t/a WESTERN FREE STATE SEED-POTATO GROWERS
(Hereinafter referred to as "THE COMPANY")



HAVING REGARD TO MY/OUR APPLICATION FOR SEED POTATOS AND CREDIT FACILITIES BY THE COMPANY, I/WE (hereinafter referred to as "THE CUSTOMER") HEREBY BIND MYSELF/OURSELVES IN FAVOUR OF THE COMPANY TO THESE GENERAL TERMS AND CONDITIONS OF SALE, WHICH I/WE HAVE PERUSED AND WHERE TO I/WE UNDERTAKE TO BIND MYSELF/OURSELVES.

- 1. All accounts are payable at the address stipulated on the Company's invoice within 30 (THIRTY) days of the date of statement.
- 2. The Customer will pay interest on all accounts older than 30 days, which interest will be payable on the full outstanding balance at the prevailing prime rate as quoted by the Company's Banker from time to time plus 7 % (SEVEN PERCENT), which interest is compounded monthly and capitalized.
- 3. The Company will be entitled to refuse to supply any goods on credit to the Customer in the event of the Customer failing to make payment of any account on due date or, committing any breach of the terms of this agreement.
- 4. A certificate signed by a Director or Manager or Accountant of the Company, who's appointment shall not be necessary to prove, as to the amount owing by the Customer to the Company under any agreement or any other facts shall constitute prima facie evidence of Customer's indebtedness to the Company for the purpose of obtaining any judgment or order of Court.
- 5. The Customer hereby consents and agrees that any dispute or claim arising out of this agreement or any other agreement between the parties shall, at the sole election of the Company, be finally resolved in the Magistrate's Court, not withstanding the amount, or in the High Court of South Africa, Transvaal Provincial Division.
- 6. In the event of the Customer failing to make payment of any amount on due date or committing any breach of the terms of this agreement, the Company will be entitled to disclose same to Credit Bureaus.
- 7. Any notice which the Company is obliged to give to the Customer in terms of this agreement, shall be delivered to the address stipulated in paragraph 9 and 10 of the Application for Credit, and the Customer chooses this address as domicile citandi et executandi for purposes of this agreement and any legal proceedings that may ensue there from.
- 8. Should the Customer not dispute the correctness of any statement within 14 (FOURTEEN) days from date thereof, the Customer will be deemed to accept the correctness thereof. A signed delivery note shall constitute prima facie that the goods have been delivered to and received by the Customer in good condition, whether signed by the Customer, an Employee, an Agent, and a Representative or nominated Transporters of the Customer.
- 9. The Customer shall not be entitled to set-off any amounts, which may be claimed by the Customer from the Company, against any amounts owing by the Customer to the Company and the Customer is not entitled to withhold any payments for whatsoever reason.

Date _____

Signature _____

10. The Customer will be liable to pay, on demand, all legal costs incurred by the Company on attorney and own client scale. The Customer will also be liable for collection commission and tracing fees, where applicable.
11. The Company shall not, under any circumstances, be liable for any claims, defects or shortages in delivery unless written notice is received within 7 (SEVEN) days of delivery at the address indicated when the goods were ordered. Complaints of whatever nature must be lodged with the Company within 7 (SEVEN) days of delivery of the seed by first lodging the complaint telephonically at the Head Office of the Company and thereafter confirming the complaint by fax addressed to the Head Office of the Company. The defect complained of must be accurately described in the written complaint and must contain sufficient information must for the Company to identify the specific seed-potato originating from the Company.
- 12.1 The Customer confirms and acknowledges that the Company is the holder of certain exclusive plant-breeders rights in respect of certain cultivar. Their rights may include the right to produce, multiply, sell and export certain cultivar.
- 12.2 The Customer specifically and irrevocably undertakes not to, without written permission from the Company, withhold seed for own use, not to sell or make over uncertified seed to third parties and in general not to do anything or allow anything to be done which is in conflict with the Plant Breeders' Rights Act 15 of 1976, or which infringes on any right or title belonging to the Company.
- 12.3 The Customer confirms that he is acquainted with the procedure in respect of sampling, testing and certification as referred to in the Potato Certification Service, established in terms of the South African Potato Certification Service, Act 15 of 1976. The Company cultivates and delivers seed-potatoes subject to the conditions and standards set in terms of the South African Potato Certification Service. The Customer acknowledges and confirms that the Company shall not, under any circumstances be liable as long as the Company complies with the said conditions and standards as laid down by the South African Potato Certification Service.
13. The Company shall not be liable for any advice regarding the growing, cultivation, harvesting and handling of seed-potatoes. Delivery of seed-potatoes will take place on the premises or storage-rooms of the Company hereafter all responsibility and risk in respect of the goods will pass to the Customer, his Employee, Agent, Representative or nominated Transporters.
14. Notwithstanding delivery, ownership of the goods shall remain vested in the Company and shall not pass to the Customer until payment of the full purchase price has been made. Should the Company loose ownership through accesio before full payment has been made, the Customer hereby irrevocably cedes its full right title and interest in the yield and proceeds of the seed-potatoes as security for any amounts owing to the Company from time to time.
15. Each and every clause in this agreement is capable of division from the balance of the agreement. Should any clause be unenforceable, same will be struck out without affecting the enforceability of the balance of the agreement.
16. No claim of any kind by the Customer against the Company shall be greater in amount than that of the purchase price of the goods in respect of which such damages are claimed.
17. This agreement constitutes the entire agreement between the parties and the Customer agrees that no amendments or variations hereto shall be binding upon the Company unless reduced to writing and signed by both parties. Furthermore, no extension of time or any relaxation or indulgence granted by the Company to the Customer shall be deemed to be a waiver by the Company of any of its rights or a novation of any of the terms and conditions of this agreement.
18. The Customer confirms that the terms and conditions of this agreement will be applicable to all transactions entered into by the parties from date of signature hereof and will be applicable until amended or cancelled and that such amendment or cancellation will be reduced to writing and signed by the parties.
19. In the case of any conflict or divergence between the English and Afrikaans text of this document, the Afrikaans text shall prevail.
20. The Customer permits the Company at any time to perform a Credit Search on the Customer with one or more of the registered Credit Bureaus and also authorizes it's Banker to divulge information in relation to the conduct of it's account with the said Bank to the Company.

Date _____

Signature _____

WESTERN FREE STATE SEED POTATO GROWERS (PTY) Ltd
t/a WES-VRYSTAAT AARTAPPELMOERKWEKERS (here-after “WVAMK”)

Private Bag 507
CHRISTIANA
2680
TEL 053- 441 2241/2/3
FAX 053- 441 3401

CLIENT : _____

TRADING AS _____

ADDRES: _____

VAT NR _____
(Please attach copy)

CONTACT DETAILS

TEL NR _____

CELL NR _____

FAX NR _____



WVAMK- the benchmark in seed potatoes