



All business is undertaken in terms of YUCCA's Trading Terms and Conditions, which are incorporated herein by reference as if specifically recited. A copy of the YUCCA's Trading Terms and Conditions is available on request or alternatively at <https://yucca.co.za/terms-conditions/> and is hereinafter referred to as the "Terms and Conditions".

SECTION A – Questionnaire

We, _____

(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with YUCCA HOLDINGS (PTY) LTD registration number; 2001/028529/07 (hereinafter referred to as "THE CREDITOR").

In support of this application, the following information is furnished: payment terms specified and accept such terms.

1. Legal entity type (please tick)

<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Private Co. (Pty)Ltd	<input type="checkbox"/> Public Co. (Ltd)
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- 2.1 Registered Name of "THE APPLICANT" _____

- 2.2 Trading name _____

- 2.3 Company Registration number (if registered) _____

- 2.4 Company VAT number _____

- 3.1 Postal Address _____

_____ Code _____

- 3.2 Physical Address of THE APPLICANT in terms of Section B, clause 1 of the Terms and Conditions of Sale

- 3.3 Delivery Address _____

- 3.4 Registered Office Address _____

- 3.5 Telephone Numbers Area Code (_____) _____

- 3.7 Cellular Number _____

- 3.8 e-Mail address _____

- 3.9 Name, Address, and Contact number of landlord _____

- 3.10 Person responsible for account payment: _____

**Packaging that Performs.
Innovated for Industry Leaders.**

Director: DJ Theart
Reg No: 2001/028529/07
Yucca Holdings (Pty) Ltd t/a Yucca Packaging
A: Unit 1, Reserve 5, Capricorn Way,
Brackenfell, 7560
T: +27 21 949 2296

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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5.1 Bankers _____

5.2 Branch _____

5.3 Account Number _____

5.4 Branch Code _____

5.5 Type of account _____

5.5 Date account opened _____

5.6 If account has been open for less than 3 years, please state details of previous account _____

6.1 Holding Company name _____

6.2 Percentage share holding _____

6.3 Name of Auditors / Accounting Officer _____

6.3.1 Street address _____

6.3.2 Telephone Number Code (_____) _____

6.4 Date of last audited financial statements _____

(please attach hereto)

7 Details of principals (Sole Owner / Partners / Members / Directors)

Full Name	ID Number	Home Address	Home Phone

8 Trade References

Company Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()



9. Details of property/ies owned by Principals (Sole Owner / Partners /Members / Directors).

Please indicate only properties owned in the personal name of the principal.

Principal name	Stand number and Township	Value	Bonded for	Bondholder
		R	R	
		R	R	
		R	R	
		R	R	
		R	R	

10. The following credit limit request is for assessment purposes only and does not form part of this contract:

10.1 Amount of credit required R_____

10.2 Estimated monthly purchases R_____

11. Dealership Justification

11.1 Nature of Business _____

12. Disclosure in terms of Section 4 of the National Credit Act, no. 34 of 2005 ("NCA") and the Consumer Protection Act, no. 68 of 2008 ("CPA"):

12.1. THE APPLICANT'S annual turnover on the date of signature of this application

exceeds R1,000,000 (one million Rand) []; OR
is less than R1,000,000 (one million Rand) []

12.2. THE APPLICANT'S asset value on the date of signature of this application:

exceeds R1,000,000 (one million Rand) []; OR
is less than R1,000,000 (one million Rand) []

SECTION B – Terms and Conditions of Sale

The Applicant hereby agrees to the Terms and Conditions and to the following terms:

1. YUCCA reserves the right at any time to cancel, withdraw, vary or amend any credit facility granted to the Applicant, without prior notice. In the event that YUCCA withdraws or cancels such credit facilities, all amounts owing by the Applicant to YUCCA will immediately become due, owing and payable.



2. In the event that there is any default whatsoever on the part of the Applicant in making payment of any amount that has become due and owing, or if there is any breach whatsoever of the Terms and Conditions of this Credit Application, then the full balance outstanding (whether due or not) will immediately become due and payable to YUCCA without notice to the Applicant.
3. The Applicant shall not be entitled to rely on the benefit of *exceptio non causa debiti*.
4. The Applicant warrants that:
 - 4.1. Its annual turnover exceeds the thresholds set out in the National Credit Act 34 of 2005 and the Consumer Protection Act 68 of 2008.
 - 4.2. all the information contained in this credit application is true and correct and authorises YUCCA to use any reasonable means to verify this information.
 - 4.3. The individual signing this Credit Application on behalf of the Applicant warrants that he/she has the necessary authority to bind the Applicant. In the event that it transpires that the said signatory did not have the necessary authority, then in that event, the said signatory will be liable for all the obligations of the Applicant, in his/her capacity as co-principal debtor.
5. Terms of Credit
 - 5.1. The credit terms are, unless amended in writing by a director/manager of YUCCA, 30 (thirty) days nett, where such days are calculated from the date of a statement. Settlement is effected only on receipt of cash or EFT or similar payment instrument.
 - 5.2. Should the Applicant fail to object to any item appearing on the Applicant's statement of account within ten (10) days of date of the dispatch of the statements the accounts shall be deemed to be in order.
 - 5.3. A certificate signed by a manager or any director of YUCCA reflecting any amount owing by the Applicant, and of the fact that such amount is due, owing and unpaid shall be *prima facie* proof thereof for any purpose whatsoever, and it shall be for the Applicant to prove that such amount is not owing and/or due and unpaid.
 - 5.4. YUCCA shall be entitled to charge interest at the rate charged on an overdraft from time to time by YUCCA's Banker (without prejudice to any other rights it may have) on any amount outstanding as from date on which payment is due.

6. Suretyship

The signatory hereto binds him/herself in his individual capacity as surety and co-principal in solidum with the Applicant in favour of YUCCA for the due performance of any obligation of the Applicant and for the payment to YUCCA of any amounts which may now or in the future or at any time be or become owing to YUCCA by the Applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against the Applicant. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by YUCCA and then only, in the event that the sums then owing by the Applicant (whether due or not) to YUCCA have been paid in full. The signatory hereby renounces the benefit that YUCCA must first recover any outstanding amount firstly from the Applicant and thereafter from him/her. YUCCA



may claim any outstanding amount firstly from him/her before claiming it from the Applicant as a result of his/her suretyship. The signatory furthermore bind him/herself irrevocably to all of the terms and conditions set out in the Terms and Conditions and this Credit Application.

7. Cession of book debts

- 7.1 The Applicant does hereby irrevocably and *in rem suam* cede, pledge, assign, transfer and make over unto and in favour of YUCCA all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and however arising which the Applicant may now or at any time hereafter have against all or 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 be due or at any time hereafter be or become owing by the Applicant to YUCCA from whatsoever cause or obligation howsoever arising which the Applicant may be or become bound to perform in favour of YUCCA.
- 7.2 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 of all the Applicant's reversionary 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 YUCCA's behalf and provided that further YUCCA shall at any time be entitled to terminate the Applicant rights to collect such monies/debts.
- 7.3 The Applicant agrees that YUCCA shall be entitled at any time or times hereafter to give notice of this cession to all or any of the Applicant's rights.
- 7.4 The Applicant further agrees that YUCCA 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.

8. Cancellation of Approved YUCCA Credit Facility

- 8.1. Should the Applicant (being a Company) be placed in liquidation or under Judicial Management or Business Rescue or should there be an application made against such order or should it convene a meeting of shareholders for the purpose of passing resolution to wind itself up or should it compromise with its creditors, or being an individual to be sequestered or should an application be made against him for an order of sequestration or should he give notice of his intention to apply for the surrender of his estate as an insolvent or should any judgment be obtained against the Applicant and not be satisfied immediately or should the Applicant commit a breach of any Terms and Conditions or this Credit Application, then YUCCA without prejudice to any other rights which it may have, be entitled to:
- 8.1.1. Cancel this and any other outstanding agreements between them; and
- 8.1.2. Refuse to make any further deliveries of goods to the Applicant, whether under this or any other agreement.



8.2. Neither the Applicant nor any person which has been granted authority to act for the Applicant will have any claim of any nature whatsoever against YUCCA arising out of such cancellation.

9. General

9.1. The Applicant and the signatory hereto chooses *Domicilium Citandi et Executandi* for all purposes at the Physical Address stipulated above.

9.2. The Applicant undertakes to notify YUCCA within seven (7) days in writing of any change of address.

9.3. The Applicant undertakes to notify YUCCA, in writing, within seven (7) 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 any balance owing, whether due or not, will immediately be deemed to be due and payable by the Applicant to YUCCA.

9.4. The Applicant indemnifies YUCCA and against any and all legal costs (on an attorney and own client scale), including tracing agency fees and collection charges incurred by YUCCA and in the event that it instructs attorneys to recover any amounts owing to it by the Applicant.

The Applicant warrants that it is entirely familiar with the Terms and Conditions and the further terms contained herein. The Applicant further warrants that he/she has read and understood the contents of the Terms and Conditions and this Credit Application.

Thus signed by the Applicant or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of the Applicant.

Signed at _____ on this _____ day of _____ before the undersigned witnesses.

Name: _____

Designation: _____

Signature: _____

Date: _____

As Witness: _____



For and on behalf of YUCCA:

Name: _____

Designation: _____

Signature: _____

Date: _____

As Witness: _____

