AUC_PRI_2025_V2

AUCTIONS

PRIVATE INDIVIDUAL

APPLICATION FOR CREDIT FACILITIES
OF
AGRA LIMITED
(Here after referred to as the “credit grantor”)

PLEASE COMPLETE IN BLACK PEN

Private Individuals	Branch Manager	Head Office
Latest salary advice or letter of employer (Not applicable to full time farmers)		
Copy of ID		
Copy of Marriage certificate. Marriage certificates are essential to confirm marital status		
Copy of VAT certificate		
Financial statements (Farmers)		

Branch Motivation:

	Date	Name	Designation	Signature
Received by Branch				
Received by Corporate Office				
Submitted to Cr Control				

<u>SECTION A:</u> ***To be completed by all applicants.***

1. Legal entity

Description	Please (X) where applicable	Complete the sections
Private individual		A, B, H & I
Business - Sole Proprietor		A, C, H & I
Business – Partnership/Trust		A, D, H & I
Registered Private Company		A, E, H & I
Registered Close Corporation		A, F, H & I
Government Institution		A, G, H & I

2. Full Names and Surname of the Applicant:

3.Postal Address

4. Principal place of business or residence: Physical address (chosen domicilium citandi et executandi)

5. VAT registration number (Where applicable)

NB: Attach a copy of the Vat Registration Certificate, to ensure that the name stated on the account is corrected.

6. Details of credit applicant's bank account (Not for GRN Institutions)

Name of Bank Account	Bank Name & Branch	Bank Account Number

7. Trade References

Name of Reference	Contact Number	Since
1		
2		
3		

8. Limit applied for

Amount of limit now applied for	N$	Term:	Days

9. Fixed property owned (Not for GRN Institutions)

Physical address	Property Registration no.	Estimated market value	Amount of registered bonds	Name of bond Holder

10. Contact details of person responsible for making payments:

Name	Mail Address	Contact Number

<u>SECTION B:</u> ***Private Individual (Farming & Non-farming)***

1. Full names

2.1 Identity number	2.2 Nationality

NB: Copies of identity document to be attached hereto.

3. Personal Information Mark appropriate block with (X)

Sex	Male	Female
Married	Yes	No

If married complete the following, please:

Name of spouse:
Identity number of spouse:
Legal entity of spouse:

NB: Copy of identity document of spouse as well as a copy of the marriage certificate to be attached hereto, to confirm marital status.

4. Occupation Information

Occupation:
Name of Employer (Where applicable):
Employer's address (Where applicable):
Salary per month:
Other Income per month:

NB: Copy of the latest salary payment advice or a letter from the employer must be attached hereto.

NB: Farmers must also complete the balance sheet and income/expenditure statement.

5. Solvency status

Have you ever been declared insolvent?	Yes	No

If YES full details, please:

SECTION H: The Credit Applicant hereby acknowledges and agrees that:

1. The Credit Grantor may:
    a. Perform a credit search on the applicant's record with one or more registered credit bureaus when assessing this application for credit
    b. Monitor the credit applicant's payment behavior by researching his/her record at one or more of the credit references or at one or more registered credit bureaus
    c. Record the existence of the applicant's account with any registered credit bureaus
    d. Record and transmit details or how the applicant performed, and how the account is conducted by the applicant in meeting his/her obligations on the account
    e. Use the information obtained from one or more credit bureaus to assess and evaluate this as well as future credit applications by the applicant

2. The Credit Applicant undertakes to pay the account within 30 days after date of the monthly statement which will be mailed to the address supplied by the Credit Applicant as stated in Section A Clause 9. The Credit Applicant further accepts full responsibility to get a statement from the Credit Grantor if the statement does not arrive within a reasonable time after the end of the month.

3. All transactions between the Credit Applicant and the Credit Grantor will be subjected to the standard trade terms and conditions.

4. The Credit Applicant agrees that any information regarding his/her credit worthiness and details of how his/her account with the Creditor Grantor may be disclosed to any other creditor of the Credit Applicant or to any registered credit bureaus

5. Should any amount not be paid on due date as per paragraph 2 above, then the whole amount shall become due, owing and payable irrespective of the date/s when the goods were purchased and I/we shall be liable to pay interest in respect of amounts unpaid as at due date at the maximum rate prescribed by the Usury Act 73 of 1968 as amended, on all overdue amounts from due date until date of payment, calculated and payable monthly in advance and should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum, and the total shall form the principal debt which shall than bear interest in the manner as set out above. -is this not compounded interest?

6. Should the account be overdue 90 days or longer, Agra reserves the right to hand the account over to ITC to follow the listing procedure.

7. I/We hereby select and nominate the address stated in Section A, Clause 4 above, as my/our Domicilium Citandi et Executanci for service upon me/us of all notices and processes in connection with any claims arising out of the granting of credit facilities to me/us.

8. A certificate by one of AGRA Limited's directors or authorized employees showing the amount due and owing by me/us to AGRA Limited at any given time shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against me/us for recovery of the said amount and as evidence of the prevailing rate of interest chargeable on overdue amount.

9. Should I/we at any stage change the form of legal entity or the name of ownership under which the account and credit facilities are being used (as in Section A, Clause 1 and in the applicable sections following thereafter) I/we undertake to notify AGRA Limited in writing within 7 days as from the date when the date when the change takes effect. I/we furthermore indemnify AGRA Limited against loss or damage which may result from such change or from any failure on my/our part to notify AGRA Limited of such change.

10. The Credit Applicant shall be solely responsible for notifying Agra in writing of any changes to its authorised representatives, including the revocation or replacement of previously authorised persons. Such notification must clearly state the full name and identity number of the representative whose authority is being revoked or granted; be accompanied by a legible copy of a valid identification document; be signed by a person authorised to bind the Credit Applicant contractually. Until Agra receives and acknowledges such written notice, the Credit Applicant shall remain liable for all acts, omissions, and purchases conducted by any representative previously authorised by the Credit Applicant, regardless of whether the Credit Applicant has internally terminated their authority.

11. The Credit Applicant hereby irrevocably indemnifies and holds harmless Agra, its directors, employees, and agents against any and all claims, liabilities, losses, damages, or expenses (including legal costs on an attorney-and-own-client scale) arising out of any act or omission by any person previously authorised by the Credit Applicant to transact on its behalf; any delay or failure by the Credit Applicant to notify Agra of a change in representative; any unauthorised or fraudulent transaction initiated by such a person prior to Agra's written acknowledgement of receipt of the revocation notice.

    Agra shall not be liable for any unauthorised transaction or loss unless it is proven that Agra acted with gross negligence, wilful misconduct, or in bad faith.

    Agra reserves the right to recover, set off, or deduct from any credits, refunds, or payments due to the Credit Applicant the full amount of any claim, loss or damage suffered by Agra as a result of any of the above, without prejudice to its further legal rights available to Agra in law.

12. In the event of AGRA Limited engaging the services of any attorney in to collect from the applicant any amount which has fallen due by him/her to AGRA Limited then in addition to any other legal charges for which the applicant may have become legally liable, the applicant shall pay collection commission and attorney and client fees at the tariff rate that AGRA Limited's attorney is obliged to charge.

    I/We……………………………………….and………………………………… the undersigned in my/our capacity

    as: ………………………………… do hereby warrant that all the information recorded in this application is true and correct, that I/we sign of my/our free will and with the full knowledge and understanding of the contents hereof and that I/we are duly authorized in doing so.

    Signed at ………………………… this ……………………………day of ……….……………….......………………..

    Signature/s of Credit Applicant or its duly authorized representative ………………………………….…………..

    Witness 1...……………………………….………….. Witness 2....…………...………………………………………..

<u>SECTION I</u>: ***The Credit Applicant hereby acknowledges and agrees to the following***:

Terms and Conditions of Sale

1. APPLICATION

1.1 These terms and conditions shall apply to the sale of any goods/livestock or service by the Credit Grantor (also referred to as AGRA), whether that arises out of:
1.1.2 Any offer made by the Purchaser and accepted by Agra including any such offer made by the Purchaser in response to a quotation from Agra or.
1.1.3 Auctioneering services or liaison services rendered by Agra.

1.2 No alteration or variation of these terms and conditions shall apply unless expressly agreed to in writing and signed by authorized representative(s) of Agra and the applicant.

2. PAYMENTS

2.1 All sums payable by the Purchaser shall be paid in cash and no payment shall be withheld or deferred on account of any claim, counterclaim or set-off.
2.2 AGRA (Co-Op) Ltd reserves the right, without notice to the Purchaser, from time to time change the prices of goods and services. Unless otherwise agreed by both parties in writing, the prices shall be the usual prices of the goods and services current at the time of the dispatch of the goods or delivery of services.
2.3 Any certificate issued under the signature of AGRA or his duly authorized agent that purports to certify the amount due (whether capital, interest or costs) hereunder shall be accepted as prima facie proof of such indebtedness and shall have sufficient probative value to enable AGRA to obtain summary judgment or provisional sentence against the Purchaser in any competent court for the amount so stated as not being the amount owing.
2.4 AGRA, may allocate any payment to capital, interest, cost or any other item as it deems fit, despite any allocation made or deemed to be made by the debtor.

3. INTEREST CHARGES

Agra shall be entitled to charge interest on any overdue amounts at the rate of 3% above the prime overdraft rate levied by AGRA`s bankers from time to time, from date of invoice until date of full payment, calculated and payable monthly in advance and should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum, and the total shall form the principal debt which shall than bear interest in the manner as set out above.

4. TERMS

The Purchaser shall pay interest on all amounts outstanding beyond the payment terms set out in clause 2 at the rate as set out in clause 3 from date of sale to date of payment.

5. APPROPRIATION OF PAYMENTS

Any payments which may be made by the purchaser to the Agra or which Agra may receive for payment or credit to the Purchaser or from any other person for the account of the Purchaser, may be appropriate by Agra in its discretion to any liability under this Agreement.

6. CESSION ASSIGNMENT & DEATH

The Purchaser shall not be entitled to cede assign delegate or otherwise deal with any of his rights and or obligations hereunder without the prior written consent of Agra.

7. OWNERSHIP

Ownership in and to the goods supplied by AGRA shall at all times remain vested in AGRA until such time as the entire purchase price in respect thereof (together with any accrued interest thereon) and all other amounts of whatsoever nature then payable by the Purchaser to AGRA , have been paid in full. The risk in and to any goods supplied by AGRA shall pass to the Purchaser upon the delivery thereof to the Purchaser.

8. LEGAL and OTHER COSTS

8.1 In the event of the matter being handed to an Attorney / Legal Practitioner for collection, then the Purchaser shall be responsible for payment of all legal costs and collection commission calculated at the maximum rate of 10% (ten percent) as prescribed by the applicable law wihtin the Republic of Namibia on each installment on an Attorney/Legal Practitioner and own-client scale.

8.2 The Purchaser shall be liable for all costs or charges of whatsoever nature associated with the supply of goods to the Purchaser including, but without limitation, Value-Added Tax payable on the purchase price of the goods, customs and excise duties payable in respect of imported goods and incidental expenses incurred in executing an order including, where applicable, handling fees and any bank charges payable.

9. JURISDICTION and LAW

9.1 These terms and conditions and the relationship between the AGRA and the Purchaser shall be governed by and construed in accordance with the laws of the Republic of Namibia.

9.2 Each of the parties irrevocably agrees for the exclusive benefit of AGRA that the courts of Namibia shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these terms and conditions and the relationship between the parties, and for such purposes the parties irrevocably submit to the jurisdiction of such courts.

9.3 Nothing contained in this Clause shall limit the right of AGRA to take proceedings against the Purchase or any surety in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

9.4 Should Agra choose to bring legal proceedings against the Purchaser in connection with or arriving out of this agreement Agra shall be entitled (but not obliged) to bring such proceedings in the Magistrate’s Court against the Purchaser notwithstanding the amount in issue and the Purchaser thereby consents to the jurisdiction of the Magistrates Court.

10. RENUNCIATION

The Purchaser hereby renounces the benefits of Non Numeratae pecuniae non causa debiti and errore clculati, the meaning of which the Purchaser has fully acquainted himself with.

11. DOMICILIUM CITANDI ET EXECUTANDI

The Purchaser hereby selects as his domicilium citandi et executandi and the address where he will receive all notices or any other documents at the address given in Section A: 4.

12. INTERPRETATION OF HEADINGS

Interpretation of the headings in these conditions are for convenience only and are not to be taken into account for the purpose of interpreting the contract.

13. ACKNOWLEDGEMENT OF CLAUSES

13.1 The Purchaser acknowledges that he has read, understands, and accepts the conditions of the contract which conditions shall, unless otherwise agreed in writing, apply whenever any goods are purchased by him for the Company or whether any goods have been brought in for repairs by him the Company.

13.2 Should any facts become known which may affect this contract the Company reserves the right to immediately invoke the cancellation clause.

14. GENERAL

14.1 No representations, undertakings, promises or warranties, whether expressed or implied or tacit shall be of any force or effect, unless recorded herein.

14.2 No alleged alteration, variation and/or waiver of these terms and conditions and/or this clause will be of any force or effect unless reduced to writing and signed by both parties.

14.3 Any act of relaxation or indulgence or concession or latitude which the organizer may show to the exhibitor at any time shall not in any way prejudice Agra’s rights to enforce strict compliance with any provisions of these terms and conditions at any time or be regarded as a notation of such rights or fund an estoppels and AGRA shall have the right at any time to require prompt compliance with any of the terms of this contract.

14.4 In the event of any clause or condition in these Terms and Conditions of Sale not being valid or considered contra bones mores or unenforceable, such clause and/or condition shall be severable from the rest of these Terms and Conditions of Sale and will not invalidate the Terms and Conditions of Sale.

14.5 These terms and conditions of sale as read together with any terms appearing on the face of an order or any other of Agra's supporting documentation, shall constitute the whole agreement between the parties relating to the subject matter hereof.

15. LIMITATION OF LIABILITY:

AGRA shall not be liable whether in contract or in depict for any type of loss, damage or injury howsoever arising unless the loss, damage or injury was caused by the gross negligence, and in such event, AGRA's liability will be limited to N$10,000-00, and AGRA shall not in any circumstances be liable for any consequential or indirect loss howsoever caused. The Purchaser indemnifies and holds AGRA harmless in respect of any claims of whatsoever nature which may be brought by a third party against AGRA pursuant to or in consequence of the supply of goods to the Purchaser.

16. BREACH /DEFAULT

16.1 If any of the following occurs:
16.1.1 The Purchaser fails to make payment of any amount by due date.
16.1.2 If the Purchaser is liquidated.
16.1.3 The Purchaser makes, or attempt to make, a compromise with any of its creditor's.
16.1.4 Any of the Purchaser's property is attached in execution of a Court Judgment.

The full balance of any amount payable to AGRA , whether or not owing and payable at the date of any default, interest, and costs shall be regarded as due and payable immediately, entitling AGRA to proceed, without further notice or demand to the Purchaser, to issue Summons to recover same without further notice or demand to the Purchaser and may apply for an Order of Court for payment of the judgment debt and costs in installments or otherwise in accordance with this offer as well as to the issuing of an Emoluments Attachment Order.

16.2 In the event of the Purchaser being in breach of any of the terms or obligations of these Terms and Conditions of Sale, AGRA shall be entitled, without prejudice to any other rights which it may have in terms of the terms or obligations of these Terms and Conditions of Sale or in law, including its rights to claim damages, without any notice or demand:

(a) to cancel these Terms and Conditions of Sale or agreement with the Purchaser and claim damages; or
(b) to claim immediate and specific performance of the terms of these Terms and Conditions of Sale or agreement with the Purchaser as well as such damages which it may have suffered.

17. VOETSTOOTS

Any goods sold to the Purchaser are sold "voetstoots" it being recorded that AGRA gives no warranties or guarantees of any nature in connection therewith, other than contained herein.

18. DELIVERY

18.1 Any delivery date indicated by AGRA, whether in a quotation, order or otherwise, shall be construed as the estimated date of delivery only and shall not bind AGRA to effect delivery on or near such date. To the extent that AGRA fails to deliver any goods to the Purchaser on the estimated date for delivery, AGRA shall not be responsible or liable in any manner whatsoever for any damages or loss of whatsoever nature or howsoever arising which may be incurred or sustained by the Purchaser, pursuant to such failure on the part of AGRA, whether due to its fault or otherwise.

18.2 Any price, cost or charge quoted by AGRA in respect of the delivery of the goods purchased to the Purchaser shall be a reasonable estimate thereof. To the extent that the actual cost of delivery exceeds the estimated cost as reflected on the order or on any supporting documentation such excess shall be paid by the Purchaser to AGRA on demand, therefore.

18.3 The Purchaser is obliged to accept delivery of the goods whenever such delivery is tendered by AGRA or by a third party on behalf of AGRA.

18.4 Without limiting or derogating from the provisions of clause 18.3 above, and save as, any otherwise be agreed in writing by the parties, all costs of delivery shall be borne by the Purchaser.

19. NATURE & EXTENT OF CREDIT FACILITIES

The nature and extent of any credit facilities granted to the Purchaser shall at all times be in Agra's sole discretion. AGRA reserves the right to increase, decrease or withdraw any credit facilities granted to the Purchaser at any time and for any reason whatsoever without prior notice to the Purchaser. It is specifically recorded that the limit of the credit facilities, which AGRA may grant to the Purchaser from time to time, shall not be deemed to be the limit of the purchaser's indebtedness to AGRA.

20. SURETY

I/We the undersigned by my /our signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with the applicant as stated above in favor of the creditor for the due performance of any obligation of the applicant and for the payment to the creditor by the applicant of any amounts, which may at any time become owing or which has already become owing to the creditor by the applicant from whatsoever cause arising and including, but without limiting the generality of the a foregoing, any claims for damages and actions against the applicant acquired by way of cession. This surety ship shall be continuing covering guarantee/surety, which may only be cancelled in writing by the creditor and then only provided that all sums then owing by the applicant (whether due or not) to the creditor have been paid in full. I hereby renounce the benefits of the legal exceptions "non causa debit", "ordinis seu excussionis et divisionis" and "cession of action" with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to all the terms and conditions of clauses hereof, as well as the terms and conditions which contained herein.

I (full names) ………………………………………………….. acknowledge, that I/we have read paragraph 20 regarding "surety" and bind myself/ourselves thereto.

Amount …………………………………………………………..

Signed at …………………….…… this ……….... Day of ..……….……….....…………….……..20………………..

Signature ……………………………………………………...

The parties acknowledge that failure to initial each page of these terms and conditions or failure of a witness to sign or initial these terms and conditions will not render the terms and conditions, or any part thereof, not applicable to or not binding upon a party.

I have read and accept the conditions of sale, which conditions shall, unless otherwise agreed to in writing, apply whenever any goods are purchased by me/us from Agra or at auctions facilitated by Agra, as well as liaison services rendered by Agra and also including any loans made by Agra to the applicant.

Signed at ____________________ on this __________ day of ____________________ 20____.

Signature ____________________ Witness ____________________

Account Holder's Name: ____________________

Statement of assets and liabilities of ____

Liabilities
Bank Overdrafts
1
2
3
4
Debts:
1
2
3
4
Leases, etc:
1
2
3
4
Other (Specify):
1
2
3
4
5
Total Liabilities N$

N$	Assets	QTY	Unit N$	Total N$
	Livestock			
	Large stock			
	Small stock			
	Game (Fenced in)			
	Ostriches			
	Other: __________			
	Value of vehicles			
	1			
	2			
	3			
	4			
	5			
	Value of implements			
	1			
	2			
	3			
	4			
	5			
	Other (Specify)			
	1			
	2			
	Fixed Assets			
	1			
	2			
	3			
	Total Assets N$			

Certified as true and correct ______________________ Signature ______________________ agra

Income/Expenditure Statement of ________________________

Monthly Income	Amount (N$)
Salary from Employer (Net)	
Salary from farm (Net	
Salary from business (Net)	
Salary of Spouse (Net)	
Dividends Received	
Interest Received	
Subsidies Received	
Allowances Received	
Other (Specify):	
1	
2	
3	
4	
5	
Total Monthly Income	N$

Monthly Expenses	Amount (N$)
Accommodation - Bond/Rent	
Household Groceries	
Telephone	
Rates & Taxes	
Medical Aid	
Traveling - Fuel	
Clothing & Shoes	
Sport & Recreation	
Life Insurance	
Short Term Insurance	
Hire purchases (Total)	
Interest payable (Loan)	
Bank Charges	
Servants	
Other:	
1	
2	
3	
4	
5	
Total Monthly Expenses	N$

Surplus/Deficit N$__________________

Certified as true and correct ______________________ Signature ______________________