RET_PRI_2025_V2

RETAIL/WHOLESALE

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:

FOR OFFICE USE ONLY

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

SECTION A: To be completed by all applicants.

1. The account shall be operated in the name of

2. Postal Address

3. Principal place of business or residence: Physical address

4. 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.

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

Name of Bank Account	Bank Name & Branch	Bank Account Number

6. Trade References

Name of Reference	Contact Number	Since
1		
2		
3		

7. Limit applied for

Amount of limit now applied for	N$

8. Fixed property owned (Not for GRN Institutions)

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

9. Contact details of person responsible for making payments:

Name	Mail Address	Contact Number

10. All approved credit accounts will be set to either card mandatory or order mandatory. The account card acts as a method of identification so that credit invoices are allocated to the correct accounts. The presentation of this card will give Agra the authorization to debit the account. The only other alternative is with the presentation of an official order. Please therefore indicate which preferred method will be used:

Order System ☐ (please ignore application on this page)

Card System ☐

Should the card system be selected it is imperative that the following application form be completed together with reading and accepting by signing the Account Card Terms and Conditions on page 11.

APPLICATION FOR ACCOUNT CARD

(all fields in this form are compulsory)

Please provide us with the following particulars of the initial card holder:

Surname: ______________________

Full Names: ______________________

ID Number: ______________________ **(please attach certified copies)**

Tel Number: ______________________ **Mobile Number:** ______________________

E-Mail Address: ______________________

Optional 2nd card If no 2nd card is needed, please cross out the field below and initial in the box on the right! Initial Here

Surname: ______________________

Full Names: ______________________

Please return this completed form together with the signed Terms & Conditions to your nearest Agra branch. No card/s will be issued without the completion of these documents. Should any additional cards be required, blank forms can be obtained at any Agra branch. Please note that the initial 2 cards will be free of charge. Any additional cards will be charged at a fee of N$50-00 (excl VAT) per card.

Please indicate at which branch application was completed: ______________________

Signed at ______________ **on this** ______ **day of** ______________ **20** ______

Signature of Account Holder: ______________________ **Name** ______________________

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Card Number **1:** ______________________ **2:** ______________________

Processed By: ______________________ **Collected By:** ______________________

Signed: ______________________ **Signed:** ______________________

Date: ______________________ **Date:** ______________________

Account set to Mandatory: ☐ **YES**

SECTION B: Private Individual (Farming & Non-farming)

1. Full names

2. Identity number

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....…………..…………………………………..

Addendum to Agra's Terms of Credit

TERMS AND CONDITIONS FOR USE OF THE AGRA ACCOUNT CARD

1. USE OF THE ACCOUNT CARD

1.1 As from the date reflected on this addendum, all account purchases done at an Agra retail branch for the below specified account holder will require the presentation of an account card.

1.2 The card entitles the card holder subject to the discretion of Agra to carry out transactions.

1.3 The card holder must present his/her account card and positive identification to the cashier for every credit transaction.

1.4 The invoice must be signed for each transaction done with an account card. The signature of the person presenting the card constitutes authorization to debit the account holder's account.

1.5 If the account card is used for credit transactions, the card holder may not exceed the approved credit limit granted by Agra, regardless of the number of secondary card holders operating on the account.

1.6 Ownership of the account card vests in Agra and the card holder must return it on demand.

2. AUTHORITY TO DEBIT THE ACCOUNT HOLDER'S ACCOUNT

Agra will not take responsibility for having irrevocably authorized to debit the amount of any credit transaction, for which an account card has been presented, to the account holder's account.

3. SECONDARY CARDS

3.1 On application by the account holder, Agra may issue an additional account card/s to a third party (secondary card holder) nominated by the account holder, in which event all terms and conditions contained herein will apply.

3.2 It is the responsibility of the account holder to clearly inform all card holders of the terms and conditions.

3.3 The account holder will be liable for all transactions processed via any secondary account card. The issue of the additional card will not affect the permissible credit limit as referred to in 1.6.

3.4 Agra will cancel the secondary account card if the account holder instructs Agra to do so in writing. In this event, the account holder should destroy the secondary account card.

4. UNAUTHORISED USE OF CARD

4.1 The account holder is responsible for the safe-keeping of his/her account card(s).

4.2 The account holder takes full responsibility for any transactions concluded with the account cards linked to his/her account.

4.3 The account holder must <u>immediately</u> notify the account card administrative officer (as per clause 5) of any loss, theft, misappropriation or unauthorized use of the account card by any person other than the thereto authorized card holder/s.

4.4 Upon notification a cancellation number will be provided to the account holder. It is the account holder's responsibility to ensure that a unique card cancellation reference number is provided to him/her as proof of cancellation of his/her card.

4.5 The notification described in 4.4 may be made verbally (as per clause 5) and must be confirmed in writing not later than 48 hours after the verbal notification. Delay in notification or written confirmation of a lost or stolen card will be considered negligent.

4.6 If the account holder has been negligent in any way with regard to the account card, the account holder will be liable for all entries arising from any unauthorized transaction concluded before Agra is reasonably able to act.

4.7 Agra will not hold the account holder liable for any unauthorized purchases made after the account holder notified Agra to cancel an account card.

5. CONTACT DETAILS TO REPORT UNAUTHORISED USE OF CARD

During all hours Mondays to Sundays: Account card administrative officer Cell: +264 81 122 1174

6. QUERIES CLAIMS AND DISPUTES

6.1 Queries, claims and disputes will be administered as per Agra credit policy.

7. COSTS AND ADMINISTRATION FEES

7.1 Each account holder will be entitled to receive 2 cards at no cost. Any additional cards will attract an administration fee Stolen or lost cards will be replaced at a cost. The account cards are subject to regular wear and tear, and will be replaced at a cost on the client's request. The cost of replacing a card is subject to change without prior written consent to the account holder.

7.2 The expiry date of the cards will be printed on the back of the cards. Cards will be valid for a 36- month period. Expired cards will be replaced at a minimal cost.

Signed at ______________________on this ___________day of ______________________20_______

Signature____________________________________Witness________________________________

Account Holder's Name: ____

Balance Sheet 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 date ____________________ Signature____________________

Income/Expenditure Statement of ____

Monthly Income	Amount (N$)	Monthly Expenses	Amount (N$)
Salary from Employer (Net)		Accommodation - Bond/Rent	
Salary from farm (Net		Household Groceries	
Salary from business (Net)		Telephone	
Salary of Spouse (Net)		Rates & Taxes	
Dividends Received		Medical Aid	
Interest Received		Traveling - Fuel	
Subsidies Received		Clothing & Shoes	
Allowances Received		Sport & Recreation	
Other (Specify):		Life Insurance	
1		Short Term Insurance	
2		Hire purchases (Total)	
3		Interest payable (Loan)	
4		Bank Charges	
5		Servants	
		Other:	
		1	
		2	
		3	
		4	
		5	
Total Monthly Income	N$	Total Monthly Expenses	N$

Surplus/Deficit N$____________________

Certified as true and correct date ______________________ Signature______________________