



APPLICATION FOR PRODUCTION LOAN

Production Loan _____ Payable within 12 months from date of approval ____/____/20____

Name/Business Name of Member: _____ Member Nr: _____

ID/Registration Nr: _____ Cellphone Nr: _____

Description of farming activities: _____

Crop: irrigation	Hectare: leased land	Hectare: own land
Gewas: dry land	Hectare: leased land	Hectare: own land

Kindy note: for leased land, please forward a copy of the latest lease agreement.

Inputs required	Irrigation	Dry land
Fertiliser	R _____	R _____
Fuel	R _____	R _____
Seed	R _____	R _____
Weed & Pest Control	R _____	R _____
Aerial spraying	R _____	R _____
Lime	R _____	R _____
Parts & Repairs	R _____	R _____
Insurance	R _____	R _____
Total Payable	R _____	R _____

Initial: Witness: _____
Registered Credit Provider NCRCP1036

Applicant: _____
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ALL PRODUCTION AND GENERAL CREDIT WILL BE GRANTED SUBJECT TO THE FOLLOWING CONDITIONS

I/We (the undersigned) _____

declare that I/we (the applicant) _____
am/are fully aware that :

1. My/our obligations to Die Humansdorpse Landbou Koöperasie Beperk trading as The Co-op shall be fully recovered from the proceeds of the harvests, before any payments are made to me/us. Interest shall be calculated at a rate per annum, uncompounded or monthly compounded, as from time to time generally applicable with respect to similar facilities granted by The Co-op taking into account the general applicable credit norms of The Co-op and interest debited to the account will be payable immediately. I/We confirm that I/we am/are aware of the stipulation of the Co-operatives Act (Act No.14, 2005) in respect of the continual pledge, and also confirm the pledge of The Co-op against my products and animals and bind myself to the stipulation thereof.
2. I/We acknowledge and consent that The Co-op may at its discretion grant extensions and otherwise may administer the facilities in accordance with "general accepted loan practice" and that the directors of the Co-op's determination in their discretion of the credit risk applicable, will bind me/us as borrower and inter alia will serve as basis upon which extensions may be granted and concessions may be made. "General accepted loan practice" shall inter alia take into account the back-to-back source of and terms of the Co-op for example, loans from the Land Bank and the interest payable thereon.
3. Insurance against hail/wind or comprehensive is compulsory with respect to all my/our harvests, where production goods are supplied by The Co-op, unless the credit committee grant exemption thereto, which shall be confirmed in writing. The policy must be unconditionally ceded to The Co-op.
4. I/We hereby consent unconditionally that representatives of The Co-op may at any time inspect my/our farmlands/harvests/cattle/orchards.
5. I/We hereby unconditionally consent that any information required by my bank and/or by The Co-op may be mutually supplied, and authorize any Credit Bureau, as well as any financial institution, or other entity used as reference in this Credit Application, pertaining to the financial affairs of the applicant at such financial institution or other entity to provide the Co-op with any information requested. The applicant furthermore authorizes the Co-op to disclose any information supplied in terms of this application as well as information pertaining to the inadequate utilization or payment in terms of this credit facility to any financial institution, credit bureau or other entity.
- 5.1 I/we hereby consent that personal information and as far as it concerns this credit facilities, stored on the databasis of the Co-op.
6. I/we consent that the cost for the vesting of security may be debited against my/our account and that all existing covering security granted to The Co-op, shall continuously serve as security for the Co-op until cancelled in writing by the secretor.
7. It is a specific condition of this financing agreement that I/we as borrower(s) unconditionally consent to the jurisdiction of the Magistrates Court, for any action arising if The Co-op wishes to institute action in the Magistrates Court.
8. **Credit life insurance is compulsory, in respect of the facilities, at a tariff determine from time to time by the relevant insurance company, provided that I/we qualify. Alternative acceptable life insurance may be submitted to replace this credit life assurance and suchlike assurance will be assigned to The Co-op.**
9. A certificate issued by the General Manager, Chief Financial Officer or Credit Manager on behalf of The Co-op, shall be *prima facie* proof of the amount(s) owed by me/us.
10. I/We confirm that if for season financial reasons, any facilities are granted to me/us with respect to a financing season following on this arrangement, before the new arrangement is finalised and the necessary security is granted and the necessary documents are signed, such facility will be granted on the same basis contained herein and shall be covered as such in terms thereof.
11. No amendment to these conditions or facilities shall be binding unless it is recorded in writing by both The Co-op and the client.
12. I/We hereby renounce the exceptions following from the legal exceptions *non causadebitti* (that there was no cause of debt), *non numeratae pecuniae* (that there was no payment of money), *errore calculi* (that there was a mistake in the calculations), *de duobus vel pluribus reis debendi* (that I/we and any other person are not jointly and severally bound), *ordinis seu excursionis et divisionis* (that there should be excursion and division of liability), revision of accounts and declare that I/we are truly aware of the terms thereof.
13. I/we undertake to pay on the scale as between attorney and client all costs following from any claim or legal steps taken by The Co-op for the recovery of any amount which I/we may owe to the Co-op, in respect of an action being instituted or not, including all collection commission, collection and tracing costs.
- 14.1 *Domicilium citandi et executandi* ("domicilium") is hereby elected by me/us at the end of this agreement, for all purposes of and following from this document, at which address all notices and/or documents of process following from and in connection with this document may validly on me/us served or delivered.
- 14.2 I/We will be entitled to change my/our domicilium to any other address in the Republic of South Africa, other than a postal box or poste restante, by written notice to The Co-op.
- 14.3 Any notice by The Co-op to me/us :-
 - 14.3.1 If delivered by hand to my/our domicilium, deemed to be properly received by me/us on the date of such delivery ; or
 - 14.3.2 If by pre-paid registered mail posted to my/our domicilium, conclusively deemed to be received by me/us on the 5th day after the date of such posting unless the contrary is proved.

14.4 Notwithstanding any terms to the contrary of these conditions, written notice or communication actually received by me/us from The Co-op, shall be deemed to be sufficient written notice or communication to me/us notwithstanding that it is not sent to or delivered at my/our chosen domicilium.

15.1 If :-

15.1.1 I/We fail to pay any amount owing to The Co-op on the due date and fail to pay such amount with a further 14 (fourteen) days after sending a demand by The Co-op addressed to me/us ; or

15.1.2 I/we breach any terms or conditions hereof or of any agreement between The Co-op and/or me/us and fail to remedy such breach within 14 (fourteen) days after sending of a notice in terms whereof I/we is/are demanded to remedy such breach; or

15.1.3 I/We am/are provisionally or finally liquidated or sequestrated or placed under judicial management, or my/our estate is surrender; or

15.1.4 A meeting of shareholders is called for the purpose of a voluntary liquidation, or if a decision to such effect has been taken; or

15.1.5 I/we enter into a settlement with any of my/our creditors; or

15.1.6 Any of my/our goods are attached in terms of a Court order; or

15.1.7 A Court order is granted against me/us which is not adhered to within 7 (seven) days after it was issued against which there is not within such a time an application brought for rescission of appeal (subject that such appeal or application is proceeded with proper care and commitment; or

15.1.8 I/We have made any misrepresentation toward The Co-op in my/our application for facilities; or

15.1.9 If my/our financial position deteriorates in The Co-op⁴ sole discretion that the credit granted to me/us should be cancelled; or

15.1.10 Any of the events mentioned in 15.1.3 tot 17.1.9 above occur *mutatis mutandis* with reference to any legal or natural person which bound itself to the Co-op as surety and co-principal debtor with respect to my/our obligations towards the Co-op. The Co-op shall be entitled notwithstanding conditions to the contrary of any agreement between me/us an the Co-op, to recover payment of all amounts which at such time may be owing to the Co-op, together with interest thereon calculated at 10% above the Prime rate of ABSA calculated on the daily outstanding balance and monthly compounded from the date of demand to the date of payment, notwithstanding such amounts then being payable, or not, without prejudice to any rights which the Co-op may otherwise have following from such breach.

15.2 Will be made without deduction or set off at *The Co-op's domicilium address in terms of this agreement.*

16. The Co-op shall be entitled to firstly apply all payments made by me/us towards debts and obligations previously incurred. I also acknowledge the pledge in terms of the Act for Co-op's over my products and my livestock. I hereby undertake to submit under this legislation as well as to the stipulations of the Statute of Die Humansdorpse Koöperasie Limited. I furthermore undertake to inform the Co-op by request of all my agriculture products/crops/animal.

17. I/We acknowledge that unless I/we object in writing within 6 (six) months after the post of any statement against any debt or credit reflection thereon, it shall be deemed that for all purposes the contents thereof will be correct. Notwithstanding this provision, the Co-op shall be entitled at any time to amend any credit or debit reflected on such a statement if the Co-op is of the opinion that such a debit or credit is in any way incorrect. Unless I/we object in writing within 6 (six) months after such correction has been made and has been posted to me/us, it will be deemed that the contents of such statement shall be correct.

18. I/We certify that all information contained in this application and completed by me/us personally and/or checked is complete and correct and that the party signing this application is duly authorised thereto.

I hereby declare that the information herein furnished is true and correct.

Signed at _____ on _____ 20_____

SIGNATURE APPLICANT: _____

PHYSICAL ADDRESS: _____

WITNESS : _____