



## Client Registration Form

Email back to info@thembatrees.co.za  
Fax back to 0866899437

Initial here

**Date:** \_\_\_\_\_

**Registration Name of Business:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

**Trading Name:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

Are you primarily a:

<b>Farm</b>	<input type="checkbox"/>	<b>Property Developer</b>	<input type="checkbox"/>
<b>Garden Center</b>	<input type="checkbox"/>	<b>Retail Nursery</b>	<input type="checkbox"/>
<b>Government/ Municipality</b>	<input type="checkbox"/>	<b>School/Education</b>	<input type="checkbox"/>
<b>Landscape Contractor</b>	<input type="checkbox"/>	<b>Wholesale Nursery</b>	<input type="checkbox"/>
<b>Plant Broker</b>	<input type="checkbox"/>		<input type="checkbox"/>

**Physical Address** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Mobile Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_



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**Directors Name & Address 1:**

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**Directors Name & Address 2:**

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**Directors Name & Address 3:**

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**Person Responsible for Paying Accounts:**

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**Contact Number Accounts:**

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**Email Accounts:**

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**Trade References:**

**Supplier 1**

**Telephone**

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**Facsimile**

**Supplier2**

**Telephone**

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**Facsimile**

**Supplier 3**

**Telephone**

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**Facsimile**



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To Themba Trees Ltd

By completing this form and faxing it back to you we are formally applying to open a wholesale CBD account with the Company.

By signing this form below we agree unreservedly to all the following items:

1. I/We hereby acknowledge that all accounts are CBD from the date of invoice and I/ We agree that no trees will be delivered until has been paid in full.
2. I/We acknowledge that our liability remains until such time as each invoice is paid in FULL.
3. I/We hereby agree that, in the event of legal proceedings being instituted for recovery of any outstanding amount, I/We will be liable for all costs, including attorney and client costs where applicable, incurred in additional to the interest mentioned above.
4. I/We agree that we have read and understood the contents of this document and agree to be bound by them. I/We certify that all the information given above is true and correct.
5. Interest will be charged an all overdue amounts at Prime + 1% for first month. Thereafter the usury rate will apply.

Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Client Registration Agreed By:	Account Number Designated:
Date:	



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### Terms and Conditions No 7 Date issued: October 2009

#### General

1. These terms and conditions for Themba Trees Pty Ltd cancel all previous terms and conditions issued and are subject to alterations without further notice.
2. All customers are very welcome to visit our nursery; however please notify us prior to your arrival to ensure you are not disappointed. All customers will be accompanied through the nursery.

#### Orders

3. The placing of an order confirms acceptance of these terms and conditions.
4. All orders are confirmed only when they are in writing, on the customers written headed order book or letterhead and signed by the customer.
5. While every effort will be made to ensure that the prices quoted will remain the same all prices are subject to alteration at any time without prior notice.
6. Prices will only be held on forward orders where the full payment has been effected before any sales price increase.
7. Prices quoted are:
  - a. WHOLESALE PRICES and,
  - b. Exclude V.A.T and
  - c. Exclude delivery unless delivery has been requested
  - d. Only guaranteed once FULL payment has been received by Themba Trees
8. Only bona fide registered Nurseries, Garden Centers, Municipalities, Landscape Contractors, Landscape Architects, Property Developers, Schools, Farms & Government Departments qualify for wholesale prices. This needs to be evidenced by sending to Themba Trees (Pty) Ltd the organizations registration certificate, proof of trade credentials, VAT number, or other similar registration documents.
9. The list of trees on the availability list are those which are available at the current time. A separate list of trees which will become available during this season is available on request; please note however that trees are only guaranteed as part of an order once a written order has been received AND accepted by Themba Trees. The availability of trees will be allocated on a first come first served basis.

#### Transport and Delivery

10. Delivery can be request and is charged as follows;
  - a. The general delivery charge is 15% of the order value for deliveries made within a 150Km distance of the farm in Grabouw; please ring to confirm.
  - b. There is a minimum delivery charge of R150 on any single order.
  - c. We are more than happy to arrange deliveries further a field and ask that you please ring for a separate quote.
  - d. If the client requires the stock to be insured during transportation they must let Themba Trees know in writing prior to delivery taking place.



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**Themba Trees will require 2 days advanced written confirmation for all delivery addresses/collection times to allow sufficient time to retrieve trees from the nursery.**

**If the customer is collecting from our nursery then Themba Trees will take NO responsibility for lost or damaged trees from the moment the trees are collected.**

**If Themba Trees Pty Ltd is delivering the trees then it will accept No liabilities or responsibility for lost or damaged trees, if the trees are delivered at the agreed time and to the agreed address and the customer is either not present or not ready to accept the trees. No trees leaving the nursery in a good condition will be replaced after acceptance by the customer.**

**Deliveries will be offloaded next to the delivery vehicle in an area which can be easily reached; the driver in his or her sole direction will determine where is safe to where is not. The trees will not be carried over large distances unless prior written notice has been given to, and accepted by, Themba Trees.**

### Payment & securing trees

11. Terms are strictly C.B.D (Cash before Delivery) unless prior arrangements have been made.
12. To secure trees you can either.
  - a. Pay 100% C.B.D and take delivery of the trees within 14 days of the order being confirmed Or
  - b. Customer wishing to secure trees for periods can pay upfront, a cash deposit of 20% full order value, plus a rental fee of 2% of the order value per month, or part thereof, with the balance payable on delivery. The rental charge has to be paid in full before the trees will be released.
  - c. All goods remain the property of Themba Trees until payment has been received and until the purchaser has fulfilled all other obligations in favour of Themba Trees arising from any cause whatsoever.

**If No deposit payment is received within 14 days of written order being sent to Themba Trees Pty Ltd, the trees will be returned to stock and the order effectively cancelled.**

**A handling fee of 10 % of the full order value will be charged on any order cancelled after it has been picked out of the nursery.**

13. All payments should be made by EFT to the following bank account:

**Bank : First National Bank  
Branch: Grabouw  
Account: Cheque Account  
Account Number: 62149495352  
Branch Code: 200312**

14. Interest will be charged on all overdue accounts at the rate of Prime +1%. Thereafter the usury rate will apply.