

Bambini Ice Cream CC

Address
VAT No 4380202301
CK 2001/021673/23

Emails
orders@bambini-icecream.com



REPNAME

CUSTOMER PROFILE FORM

EFT/COD FORM

Unfortunately an incomplete or altered profile form will not be loaded.

BUSINESS INFORMATION

Full Registered Name of Business										
Business Registration Number					Vat Number					
Please attach a copy of your registration documents.										
Sole Proprietorship		Partnership		CC Closed Corporation		Private Company Pty Ltd		Public Company Co. Ltd		Other
Phone Number				Email Address						
Delivery Address										
						Postal Code				
Please indicate trading hours:	Mon	Tues	Wed	Thurs	Fri	Sat		Sun	Public Holidays	

BUYER DETAILS

Name & Surname				Email Address					
Phone Number				Alternative Number					

BUSINESS OWNERSHIP DETAILS

Name of Owner/ Directors				I.D. Number			Phone Number		
Address									
Address									
Address									

Please attach a copy of all owners/partners ID's.

TRADE REFERENCE

Name of Supplier		Account Number		Phone Number		For Office Use Only			

PAYMENT METHOD

Please note that all first orders must be paid prior to delivery or COD.

Tick preferred method of payment	COD - Cash on delivery (Strictly COD terms)							
	EFT - Payment to be made same day or within 2 days of receiving delivery							

PERSON RESPONSIBLE FOR PAYMENTS, DETAILS

Name & Surname				Email Address					
Phone Number				Alternative Number					

Please initial here: _____

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TERMS AND CONDITIONS OF SALE

The terms and conditions herein shall apply to all purchases from Bambini Ice Cream CC and the Purchaser's conditions of purchase shall not withstand, nor replace, nor override these conditions of sale.

- A.** Whereas the products supplied by Bambini, being ice cream and related products, are perishable food products subject to the strictest hygiene control, deliveries once accepted and signed for by the Purchaser cannot be returned and must in all cases be paid for according to the terms herein.
- B.** The Purchaser agrees to pay for all products received and agrees that:-
- C.** All payments will and must either be made:-
- D.1** by way of direct deposit into the Bambini bank account **within 3 (three) days of delivery**,
 - D.1.a** the proof of deposit emailed to admin@bambini-icecream.com, it being agreed by the Purchaser that emailing of such deposit slip is necessary to enable Bambini to correctly allocate payment made
 - D.1.b** such cash deposit made directly into our bank account will be subject to a deposit fee equal to Bambini's bank charge
 - D.2** by way of Electronic Fund Transfer (EFT) payment into Bambini bank account
 - D.2.a** according to the bank details printed on the invoices and
 - D.2.b** **which EFT must also take place within 3 (three) days of delivery**
 - D.2.c** the proof of EFT emailed to admin@bambini-icecream.com, it being agreed by the Purchaser that emailing of such proof of payment is necessary to enable Bambini to correctly allocate payment made
 - D.3.** by means of cash being given to the driver at the time of delivery.
- E.** It is explicitly agreed that where payment is not received in the terms stipulated in section **D**, all further deliveries will be suspended until such payment has been made. Bambini will not be held accountable for any losses or damages suffered by the Purchaser as a result of withheld deliveries.
- F.** The purchaser:-
- F.1.** chooses the business physical address as stated on page 1 to be the **domicilium citandi et executandi** for the serving of all notices and undertakes to inform Bambini immediately of any change of such address.
 - F.2.** consents to the Magistrates Court of Mogale City (Krugersdorp) having jurisdiction by virtue of Section 28 of the Magistrate's Court Act for determination of any claim by Bambini which would otherwise be beyond the jurisdiction of the Magistrate's Court because of the amount of the claim.
 - F.3.** agrees that nothing will prevent Bambini from instituting action against the Purchaser in any court of competent jurisdiction.
 - F.4.** agrees that the delivery note or invoice signed by the Purchaser or the Purchaser's staff, shall be **prima facie** proof that delivery of items supplied has taken place.
- G.** The Purchaser acknowledges and agrees that Bambini will under no circumstances be held liable for any losses or damages of any nature whatsoever arising from non-delivery or late delivery of products ordered.
- H.** In the event that Bambini chooses to resort to legal action in order to enforce the terms of this agreement, the Purchaser agrees to pay the legal fees incurred by Bambini on the scale as between attorney and own client, together with any collection commission payable as a result of such proceedings.
- I.** The Purchaser agrees that a certificate by Bambini shall constitute **prima facie** proof of the facts and amounts therein stated for the purpose of legal proceedings against the Purchaser, for the recovery of any outstanding amount.
- J.** The Purchaser undertakes to immediately settle in full any amount owing to Bambini in the event of the Purchaser's business or any relevant part of it being sold, taken over in any manner whatsoever, or being placed under any liquidation order.
- K.** The Purchaser further undertakes to advise Bambini of any such changes, whereupon Bambini will withhold further deliveries until the same agreement has been duly completed by the new owner and accepted by Bambini. The Purchaser also undertakes to make the new owners or management aware of the terms of this agreement. The Purchaser also accepts that in the event of Bambini, not being duly informed of any changes and continues to supply the business, will be held liable for any outstanding amounts incurred by the new management or owners.
- L.** The Purchaser agrees that any indulgence or relaxation by Bambini of terms of this agreement, shall not be construed as being repeatable nor expected, nor waiver of any of Bambini's rights under this agreement nor will it nullify this agreement.
- M.** The Purchaser warrants that the information given in this application form, is true and correct.
- N.** **The Purchaser acknowledges having read and understood this agreement which he/ she accepts and agrees to.**

SIGNED AND COMPLETED HEREUNDER BY THE DULY AUTHORISED PERSON OFFICIALLY APPOINTED TO SIGN FOR AND ON BEHALF OF THE OWNER/S. **THIS CUSTOMER PROFILE FROM WILL NOT BE CONSIDERED UNLESS FULLY COMPLETED AND SIGNED.**

FULL NAMES OF SIGNATORY _____

ID NUMBER _____ DESIGNATION/ CAPACITY _____

SIGNED AT _____, ON THE _____ DAY OF _____

SIGNATURE

WITNESS

Please note: Should the suretyship on this application form be altered or changed in any way, or you do not agree with those terms, your profile will be opened as a STRICTLY cash on delivery account. This will mean that the invoice will have to be paid either via electronic funds transfer before delivery (proof of payment to be sent to admin@bambini-icecream.com), or cash must be given to the driver when the stock is delivered. Should the stock be returned due to cash not being available, you will be charged a R150 handling fee which must be paid before the stock will be resent.