AARTAPPELNETWERK SUID-AFRIKA BK - POTATONET SOUTH-AFRICA CC

BK REG NR: CK 99/00334/23

Hoofkantoor:
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AARTAPPELMOERBESTELLING
POTATO SEED ORDER

VERWYSING / REFERENCE

KOPER NAAM EN ADRES BUYER NAME AND ADDRESS	DATUM DATE
	STREEK AREA
	BETAALREëLING METHOD OF PAYMENT
	VERVOER GEREëL DEUR TRANSPORT ARRANGED BY

AFLEWERINGSADRES DELIVERY ADDRESS	DATUM GEPLAAS DATE ORDERED
	DEUR BY
	VERTEENWOORDIGER REPRESENTATIVE

HOEVEELHEID QUANTITY	MASSA KG MASS KG	VARIëTEIT CULTIVAR	GRADERING GRADING	SORTERING SIZE	PRYS / PRICE					BRON SOURCE	LEWERDATUM DELIVER DATE
					MOERE SEED	VERKOELKOSTE COLD STORAGE	TANTIEME ROYALTIES	VERVOER TRANSPORT	TOTAAL TOTAL		

OPMERKINGS / REMARKS

ELPRESS DRUKKERS, BETHAL - ANS16894/06

Ek aanvaar die verkoopvoorwaardes soos uiteengesit op die keersy hiervan.
I accept the conditions of sale as indicated on the reverse hereof.

HANDTEKENING
SIGNATURE

VERKOOPSVOORWAARDES: MOERBESTELLING

1. Die aartappelmoere deur my bestel op keersy sal, indien ANSA die bestelling uitvoer, betaalbaar wees binne 30 dae na aflewering of soos anders skriftelik ooreengekom.
2. Rente sal gehef word op alle agterstallige bedrae en wel teen die heersende bank prima uitleen koers plus 5%.
3. Die Koper/Kliënt moet ANSA binne 7 dae na ontvangs van die aartappelmoere, skriftelike in kennis stel van enige klagte aangaande die aartappelsaad. Indien geen sodanige klagte binne voormelde tyd ontvang word nie, sal dit aanvaar word dat daar geen gebreke/klagte met betrekking tot die gelewerde aartappelsaad is nie.
4. Dat Aartappelnetwerk Suid-Afrika Bk bloot as tussenganger en agent optree in die verkoping van die aartappelmoere deur die saadkweker aan die koper, en dat ANSA nie die verkoper en/of eienaar van die betrokke produkte was of is nie.
5. Dat dit aanvaar en erken word dat die moerkweker en die koper geen eis van watter aard ookal teen ANSA het of mag hê of aanhangig mag maak hetsy wat betref skadevergoeding, gevolgskade of skade van watter aard ookal, wat gelei is of gelei mag word ten opsigte van en enige produkte of produksiemiddele wat deur bemiddeling van ANSA verkry is, of bekom is of gelewer is of wat deur ANSA aanbeveel of bekendgestel is.
6. Die vervoer of aflewering van aartappelmoere wat ek deur die bemiddeling van ANSA bekom het, sal vervoer of afgelewer word op my uitsluitlike risiko en ook vir my rekening en ANSA sal nie verantwoordelik wees vir enige skade van watter aard ookal wat mag voortspruit uit sodanige vervoer of aflewering nie.
7. Alle reëlings wat ANSA doen met betrekking tot die vervoer of aflewering voormeld, word deur hulle as my agent en/of verteenwoordiger gedoen en is ek steeds aanspreeklik vir die betaling daarvan.
8. Die eiendomsreg en risiko ten opsigte van sodanige goedere of produkte sal na my oorgaan by sodanige plek en op sodanige tydstip as waar dit aan my vervoerkontrakteur gelewer word, welke kontrakteur ge-ag my agent te wees.
9. Geen uitdruklike of stilswyende waarborg word deur ANSA aan my gegee aangaande die egtheid van die variëteit dat kwaliteit, groeikrag, ontkiemingskrag of oesresultate van die saad nie, of dat die saad vry is van enige siekte/latente siekte en of gebreke/latente gebreke wat onder hierdie bestelling aan my gelewer word nie, derhalwe aanvaar ek dat die aartappelmoere voetstoots aan my gelewer word.
10. Ek doen hiermee uitdruklik afstand van alle voordele wat voortspruit uit die wetlike eksepsies non causa debiti, errore calculi, non numeratae pecuniae, hersiening van rekenings en geen waarde geniet nie, met die krag en betekenis waarvan ek verklaar dat ek ten volle bekend is. (meer as een skuldoorsaak, foutiewe optelling/berekeninge, nie baie geld skuld nie)
11. Ek kies hiermee as my domicilium citandi et excutandi, die adres soos op keersy aangegee, waar alle kennisgewings en prosesstukke op my beteken kan word.
12. Ingevolge die bepalings van Artikel 45 van Wet 32/1944 soos gewysig stem ek hiermee skriftelik toe tot die jurisdiksie van die Landdroshof indien enige geregtelike stappe teen my ingestel mag word. ANSA sal egter nie gebonde wees om alle aksie(s) of proses(se) in die Landdroshof in te stel nie.
13. Hiermee magtig ek ANSA om met al my krediteure te mag onderhandel en om my skuldbedrae te bevestig.
14. Dat ANSA geen waarborg of uitdruklike onderneming gee dat die bestelling vir moere, gedeeltelik of totaal uitgevoer sal word op die afleweringsdatum nie.
15. Dat ANSA nie aanspreeklik sal wees vir enige skade hoegenaamd wat ek mag lei of gelei het as gevolg van ANSA se onvermoë of versuim om die bestelling in geheel of gedeeltelik uit te voer nie.
16. Reëling vir betaling:
    i) Kontant by aflewering
    ii) 30 Dae na aflewering
    iii) Soos anders gereël

CONDITIONS OF SALE: POTATO SEED ORDER

1. The seed-potatoes ordered by me on the reverse side of this document shall, if ANSA can deliver the order, be payable within 30 days after delivery unless differently agreed upon in writing.
2. Interest will be charged on all overdue amounts at the current bank prime rate plus 5%.
3. The buyer/customer must inform ANSA in writing within 7 days after receipt of the seed-potatoes of any complaints with regard to the seed. Should no such complaints be received during this time, it will be accepted that there are no flaws/complaints concerning the seed-potatoes delivered.
4. ANSA shall only act as mediator and agent in the sale of the seed-potatoes by the grower to the buyer, and ANSA was or is neither the seller and/or the owner of the products concerned.
5. It shall be accepted and acknowledged that the seed grower and the buyer shall have no claim whatsoever against ANSA and may not institute such a claim with regard to damages or any other type of damages which may be incurred with regard to any of the products or means of production obtained through the mediation of or delivered by ANSA, or which ANSA has recommended or introduced.
6. The transport or delivery of seed potatoes which I have obtained through the mediation of ANSA, shall be at my exclusive risk and to my account, and ANSA shall not be held responsible for any damages of whichever kind which may arise from such transport of delivery.
7. All arrangements made by ANSA with regard to the above mentioned transport or delivery shall be done by ANSA acting as my agent and/or representative, and I shall be liable for the payment thereof.
8. The ownership rights and risk with regard to such goods or products will be transferred to me at the place and time they are delivered to my transport contractor, who shall be deemed to be my agent.
9. No expressly stated or assumed guarantee is given to me by ANSA with regard to the authenticity of the variety, the quality, growth potential, germination potential or harvest results of the seed, or that the seed delivered to me is free of any disease/latent disease and or flaws/latent flaws, I thus accept that the seed-potatoes are delivered to me "as is".
10. I hereby expressly renounce any advantages which may arise from the legal exceptions non causa debiti, errore calculi, non numeratae pacuniae or revision of accounts, with the meaning of which terms I am familiar and which shall not be deemed to be of any value. (more than one cause of debt, erroneous eddition/calculation negligible debt.)
11. I hereby choose as my domicilium citandi et executandi the address as given on the reverse side of this document, where all notices and items of procedure may be served to me.
12. In terms of the stipulations of Article 45 of Act 32/1944 as amended, I hereby agree in writing to recognise the jurisdiction of the Magistrate's Court, should any legal steps be taken against me. However, ANSA shall not be limited to instituting action(s) or procedure(s) in the Magistrate's Court.
13. I hereby authorise ANSA to negotiate with all my creditors and to confirm my debts.
14. That ANSA gives no warranty or explicit undertaking that the order for seed will be executed partly or in full on the delivery date.
15. That ANSA will not be responsible for any damages whatsoever that I may suffer as a result of ANSA's inability or neglect to execute the order partly or in full.
16. Payment terms:
    i) Cash on delivery
    ii) 30 days after delivery
    iii) as arranged

Geteken te _____ *op hiedie* _____ *dag van*
Signed _____ *on this* _____ *day of* _____ _____

GETUIE / WITNESS

HANDTEKENING / SIGNATURE