

PC Palace Gauteng cc CK No: 1999/011107/23
 Suite 9, 13 Sovereign Drive, Route 21 Corporate Park Irene Ext 30
 P O Box 60996, Pierre Van Ryneveld, 0045
 Tel: (087)980-0431, Fax Mail: (086) 684 5516



CLIENT APPLICATION/ CONDITION OF PURCHASE

Trading name of business	
Registered name of business	
Previous trading/registered names	
Incorporated form of business	
Registration number of incorporation	
V.A.T. Registration number	
Date of incorporation of business	
Registered name of holding companies	
Names of subsidiary and associate companies	
Business activities	
Physical address	
Are deliveries to be made to this address? If not, then where?	
Postal address	Code
Are invoices to be sent to this postal address? If not, then where?	
Registered address	Code
Telephone number ()	
Fax number ()	
Premises Owned ()	Leased () Name of landlord:
Postal address of landlord	
Type of incorporation	Pty Ltd () CC () Partnership ()
Details of Directors/Members/Partners (credit only)	
Full name and surname	
Identity Number	
Residential address & Car Registration No	
Full name and surname	
Identity Number	
Residential address& Car Registration No	
Full name and surname	
Identity Number	
Residential address & Car Registration No	
Full name and surname	
Identity Number	
Residential address & Car Registration No	
Auditor's/Financial Officer's name (credit only)	
Telephone area code & number ()	
Banker's details:	

Institution	Branch
Date opened	Account type
Account name	Account number
Trade reference 1	
Name	
Telephone area code & number	
Credit limit	
Trade reference 2	
Name	
Telephone area code & number	
Credit limit	
Trade reference 3	
Name	
Telephone area code & number	
Credit limit	
List all sureties, cession of debtors, notarial bonds, judgements	
List liquidations against the business or any of its principals	
Have moratoriums or offers of compromise ever been made to any creditors?	
Can the latest Financial Statements be made available?	Which year?
NAME AND E-MAIL CONTACT DETAILS:	
Computer hardware buyer	
Computer software buyer	
Computer consumables buyer	
Accounts contact person	
Credit amount required per month	R

Undersigned accepts the Standard Conditions of Agreement on the reverse side. The customer acknowledges that any amount due for goods or services will be due unconditionally within the approved credit period from the date of an Invoice being issued by the company. Payment by cheque: The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque payment be cancelled

I hereby certify that all above information is correct.

Signed _____

Date _____

Print name of signatory _____

Designation of signatory _____

FOR OFFICE USE ONLY
Accepted:
Date:
Amount:
Approved period:

1. **DEFINITION CLAUSE**

In this agreement unless the context otherwise require, the words, expressions and phrases set out below have the meanings hereunto ascribed to them:

- 1.1 "the Seller" PC Palace cc
- 1.2 "the Buyer" The party referred to on the face hereof.
- 1.3 "the Goods" The goods sold by the Seller to the Buyer from time to time.
- 1.4 "the Price" The seller's usual selling price of its goods.

2. **BINDING CONTRACT**

- 2.1 These conditions together with the particulars recorded on the face hereof constitute the entire agreement between the parties, who record that no representations or warranties other than those contained herein have induced them to conclude this contract.
- 2.2 No amendment, variation or consensual termination of this contract or any of the terms or conditions hereof shall be binding on the Seller unless reduced to writing and signed by a director of the Seller.
- 2.3 No relaxation or indulgence granted to the Buyer by the Seller shall constitute a waiver of any of the Seller's rights or a novation of this contract or any part thereof and shall not stop the Seller from exercising any rights in terms hereof or at law.

3. **PRICE**

- 3.1 The price of the goods sold shall be the Seller's usual selling price and shall be the price as stated in the Seller's Order form.
- 3.2 The price as stated is exclusive of Value Added Tax and/or any other form of government tax.
- 3.3 Notwithstanding the provisions of paragraph 3.2 and 3.1, if prior to confirming the order, there is any increase, for whatsoever reason in the Seller's cost of materials or components or in the statutory labour charges, the price of the goods of materials or components or in the statutory labour charges, the price of the goods may be increased proportionately and the Buyer undertakes to pay such increased price, provided that the Buyer may accept or reject the proposed price increase at its sole discretion. The Seller's financial controller shall certify the amount of the increase and such certificate shall be final and binding on the Buyer.

4. **PAYMENT**

- 4.1 Payment of the price is to be effected within thirty (30) days from the date of statement of the goods. In the event of the Buyer disputing the amount due reflected on any statement then, pending the Seller's investigation of the Buyer's dispute, the Buyer shall immediately be obliged to make payment to the Seller for the amount of the goods already received which are reflected in that statement.
- 4.2 The price shall be paid at the Seller's premises, or wherever directed by the Seller, free of exchange and without deduction for any reason whatsoever.
- 4.3 The Buyer shall be liable to pay interest to the Seller on all overdue amounts at the ruling bank overdraft rate, of ABSA Bank, payable and calculated monthly in arrear.
- 4.4 In the event of the Buyer failing to make payment of any amount due by it to the Seller in terms hereof then the full amount owed by the Buyer to the Seller from whatsoever cause arising shall forthwith and without notice become due and payable notwithstanding that the due date for payment thereof shall not otherwise have arrived.
- 4.5 Non-payment by the Buyer as hereinbefore mentioned shall give the Seller the right to cancel all deliveries still to be made under this agreement without notice having to be given to the Buyer and without prejudice to the Seller's rights to compensation from the Buyer.

5. **DELIVERY**

- 5.1 Whilst the Seller shall make every effort to effect delivery of the goods timeously:
- 5.1.1 the Buyer shall not be entitled to terminate this contract by reason of the failure of the Seller to deliver the goods upon due date provided that the delivery shall be effected within 2 days after due date. The Buyer may cancel the contract should the Seller fail to deliver the goods as stated in this paragraph;
- 5.1.2 the Seller shall be entitled to make part-deliveries;
- 5.1.3 the Seller shall not be responsible for non-delivery of goods and/or for delays in delivery occasioned by acts of God, force majeure, strikes, riots, civil commotion, transport breakdowns, restrictions or prohibitions imposed by Government, fires, floods, difficulties with the supply of raw materials and without in any way limiting the foregoing, by any other course beyond the Seller's control.
- 5.1.4 The Seller shall not be liable for any damages sustained by the Buyer or any other party, consequential or otherwise, arising from the non-delivery of the goods for any reason whatsoever including the negligence and/or fault of the Seller. The Seller shall se its best endeavours to ensure timeous processing and delivery of the goods ordered.

6. **BREACH**

- 6.1 Should the Buyer fail to make payment to the Seller on due date or fail to honour any of its other obligations in terms hereof on due date, or should a judgement be granted against the Buyer or should the Buyer's estate be liquidated/sequestered/placed under judicial management, provisionally or finally, or should the Buyer propose an offer of compromise or offer of composition to its creditors, or if in the case of the buyer being a close corporation or company, should its members or shareholder wind-up the Buyer, the Seller shall be entitled, without prejudice to its other rights in terms hereof or at law to:
- 6.1.1 terminate this contract with notice whereupon the Seller shall not be obliged to deliver any further goods to the Buyer and the Buyer shall be obliged forthwith, with notice, to make payment to the Seller for all goods already delivered to the Buyer pursuant hereto or, in the discretion of the Seller, to return such goods to the Seller' or
- 6.1.2 obtain payment from the Buyer of the full amount owing by the Buyer to the Seller in terms hereof and from whatsoever other cause arising notwithstanding that the due date for payment thereof would not otherwise have arrived in which event the Seller shall be entitled to withhold delivery of the goods subject to payment of all such amounts having been made' and
- 6.1.3 in either of such events mentioned in 6.1.1 and 6.1.2 the Seller shall incur no liability to the Buyer for damages and the Buyer shall be liable to the Seller for such damages as the Seller may have suffered by reason of the Buyer's breach and/or the exercise of the Seller's rights aforesaid.

7. **OWNERSHIP**

Ownership in respect of the goods and in respect of all goods sold by the Seller to the Buyer from time to time is reserved to the Seller until such time as payment of all amounts due, owing and payable by the Buyer to the Seller from whatsoever cause arising shall have been paid to the Seller in full. On request by the Seller, the Buyer shall inform the Landlord of the premises at which the goods are delivered to the Buyer and where the said goods, which remain the property of the Seller in terms hereof, are stored, of the Seller's rights therein and shall inform the Seller of the name and address of such Landlord from time to time.

8. **EXCLUSION OF WARRANTY AND LIABILITY**

- 8.1 Other than the warranties furnished simultaneously herewith the goods are sold voetstoots and no representation or warranties are made by the Seller as to the fitness of the goods for the purposes for which they are intended.
- 8.2 The Seller shall not under any circumstances be responsible for any consequential or other loss or damage suffered by the Buyer or any third party by reason of the Seller's failure to carry out its obligations in terms hereof.
- 8.3 Without prejudice to any of the Seller's rights in terms hereof, or at law, the Buyer shall be deemed to have abandoned any rights which it may have arising from the supply of defective goods, unless the Buyer hands to the Seller written notice within 14 (fourteen) days of the date the goods having arrived at the final destination, which notice must be in writing and delivered by hand, per registered post, per telefax or per electronic mail, to the Seller at the Seller's address stated on the face hereof, in which notice the Buyer sets forth full reasons as to why the goods are not in accordance with the contract.

9. **LEGAL COSTS**

In the event of the Seller instructing its Attorneys to recover money or goods from the Buyer, the Buyer agrees to be liable for and shall pay to the Seller and/or their Attorneys, all legal costs incurred by the Seller on the Attorney and client scale, including the Attorneys charges in respect of collection commission and any tracing agent's charges which may be incurred.

10. **RETURNED GOODS**

Goods returned due to an ordering error by the Buyer will be accepted for credit solely at the discretion of the Seller and will be subject to a 10 % handling charge to be paid by the Buyer.

11. **WITHDRAWAL OF CREDIT FACILITIES**

The Seller hereby reserves the right, in its sole discretion, to withdraw the credit facilities afforded to the Buyer, for any reason it may deem reasonable.

12. **JURISDICTION IN DISPUTES**

- 12.1 For the purposes of all or any proceedings herein, the Parties hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such court.
- 12.2 Notwithstanding the foregoing, the Parties shall have the right, at its discretion to:
- 12.2.1 Institute proceedings in any other competent Court which might otherwise have jurisdiction,.

13. **DOMICILIUM**

The Buyer hereby chooses as their domicilium citandi et executandi their physical address reflected on the face hereof. All notices and processes arising out of or in connection with this agreement may be served on them at this address. The Buyer is obliged to notify the Seller in writing of any change of their address, within seven (7) days of such change of address, where after such new address shall become the Buyer's domicilium.

SIGNED AT _____ THIS _____ DAY OF _____ 20____

WITNESS 1) _____
2) _____

14. I Buyer, I/We renounce all the benefits of the legal exceptions, cession of action, non causa debiti, excussion, division, no value received and revision of accounts, with the full force, meaning and affect whereof I/We declare myself/ourselves to be fully acquainted.

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____

WITNESS 1. _____

BY MY/OUR SIGNATURE ABOVE, I/WE CONFIRM THAT I/WE HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE CONDITIONS AND SPECIFICALLY AGREE TO CONDITIONS 14

PLEASE ATTACHE THE FOLLOWING DOCUMENTAION: TO YOUR APPLICATION

CANCELLED CHEQUE OF THE APPLICANT

CANCELLED LETTER HEAD OF APPLICANT