



Business Partner Application Form

IMPORTANT: Submission of this completed form via e-mail will automatically qualify the applicant as a cash sales customer. In order to qualify for credit terms, this form must be completed in full, signed by an authorised representative and faxed back to ASBIS Africa on: **(011) 848-7030**.

For sales enquiries and further information contact:

Elbert Smith:

Tel: (011) 848-7062

Email: elbert.smith@asbis.co.za

Registered Company Name:					
Trading Name:					
Registration Number:		Registration Date:			
Business Type:		<input type="checkbox"/> (Pty) Ltd <input type="checkbox"/> CC (Close Corporation) <input type="checkbox"/> T/A (Sole Proprietor) <input type="checkbox"/> Partnership <input type="checkbox"/> Other Specify:			
VAT Registration Number:					
Physical Address:		Code:			
Postal Address:		Code:			
Telephone No:	()	Facsimile No:	()		
Mobile No:		Email Address:			
Approximate Monthly Purchase Amount (Rand):					
Finance Contact:					
Contact Number:	()	Email Address:			
Sales Contact 1:					
Contact Number:	()	Email Address:			
Sales Contact 2:					
Contact Number:	()	Email Address:			
Banking Details:					
Name of Bank:					
Branch Code:		Account Number:			
Trade References:					
	Company	Telephone	Contact	Credit Limit	
1.		()		R	
2.		()		R	
3.		()		R	
Ownership Details: <i>(Details of Directors/Members or Owners)</i>					
	Full Names	Identity Number	Address	Tel No.	Mobile No.



1.				()	
2.				()	
3.				()	

I/We the undersigned hereby accept and confirm that:

- I/we have read and accept the standard conditions of agreement as published below.
- The information stated herein is both true and correct in every aspect and represents a true reflection of my personal and in the event of a juristic person, its financial position.
- In the event of any dispute resolution and or the institution of legal action, the aforesaid information can and will be used, unless this information has been changed or amended in writing by yourself/itself.
- Grant my consent to ASBIS Africa (Pty) Ltd, at its sole discretion, or its assignees and or a third party to confirm the aforesaid information verbally, electronically and/or in writing.
- That the aforementioned information can and will be published with any and all Credit Bureaus or Data Capturing services in the event that the account is in arrears or any term/provision or clause of the standard conditions of agreement is breached.
- Certify that I am duly authorised to submit this application and that my submission will be binding on the Applicant.

Thus done and agreed at _____ on this the ____ day of _____ 20____ .

NAME

SIGNATURE: _____

DESIGNATION

SUBMIT FORM

NB: Electronic submission via e-mail of this completed form will automatically qualify the applicant as a cash sales customer of ASBIS Africa. Failure to submit a duly signed form will preclude the granting of credit terms. In order to qualify for consideration for credit terms, please ensure that this form, once completed, is signed and faxed back to ASBIS Africa at: **(011) 848-7030**.

TERMS AND CONDITIONS

1. These terms and conditions (a) represent the entire ASBIS Africa trading conditions and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of ASBIS Africa (hereinafter called "ASBIS") (b) will govern all future contractual sales relationships between the parties whereby the Customer purchases goods or services from ASBIS; (c) are applicable to all existing debts between the parties; (d) are final and binding and are not subject to a suspensive or dissolutive condition; (e) expressly exclude any conflicting conditions stipulated by the Customer; (f) supersede all previous conditions without prejudice to any securities or guarantees held by ASBIS and (g) apply to all servants, agents and subcontractors of ASBIS.
 2. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of both the Customer and ASBIS.
 - 3.1 The Customer agrees that neither ASBIS nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer nor shall the Customer be entitled to resile from any contract on those grounds.
 - 3.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
 - 4.1 All quotes will remain valid for a period of 7 days from the date of the quote or until the date of issue of a new price, whichever occurs first. The validity of any price is subject to availability and to any increases in the cost price, including currency fluctuations, of ASBIS before dispatch of goods.
 - 4.2 The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
 - 4.3 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by ASBIS shall be prima facie proof that delivery was made to the Customer and are in accordance with the quality and quantity reflected thereon.
 - 4.4 All orders and variations to orders are subject to these terms and conditions. Only written orders and variations to orders will be accepted by ASBIS. This notwithstanding, ASBIS may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. ASBIS however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.
 - 4.5 ASBIS shall be entitled to split the delivery of goods ordered in the quantities and on the dates it decides, with the prior consent of the Customer, which consent shall not be unreasonably withheld.
 - 4.6 ASBIS shall be entitled to invoice each delivery actually made separately.
 - 4.7 The risk of damage to or destruction of goods is passed to the Customer on signature of the delivery receipt upon delivery to the Customer or the Customer's nominated representative and the Customer undertakes to insure the goods fully, until paid for in full. ASBIS may recover insurance premiums from the Customer for such ordered goods that remain uninsured.
 - 4.8 In the case of repairs undertaken by ASBIS, repair times given are merely estimates and are not binding on ASBIS; time is not of the essence of this agreement unless expressly agreed upon in writing by ASBIS. ASBIS shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and/or delayed repairs.
 - 4.9 ASBIS is hereby authorised to engage a third party on its behalf and on the terms deemed fit by ASBIS to transport all goods purchased.
 - 4.10 If the Customer chooses to engage in its own third party to transport the goods, the Customer indemnifies ASBIS against any claims of whatsoever nature that may arise from such an agreement.
 - 4.11 Delivery, installation, commencement and performance times given are merely estimates and are not binding on ASBIS. ASBIS warrants that it will use its best endeavours to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by ASBIS. ASBIS shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery, installation, commencement or performance.
 - 4.12 All goods taken on an evaluation, approval or demonstration basis by the Customer are deemed sold within 3 working days of issue and all goods taken on consignment are deemed sold within 5 working days of issue if not returned in a perfect condition, in the original packaging with all accessories and manuals intact.
 - 4.13 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each attempt will immediately render the full prevailing price payable to ASBIS.
 - 5.1 New goods are guaranteed according to the manufacturer's product specific warranties only and all other guarantees and warranties including common law guarantees are hereby specifically excluded. Services carry no guarantee.
 - 5.2 Liability under clause 5.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of ASBIS.
 - 5.3 It is the duty of the Customer to return any defective goods to the premises of ASBIS' nominee at the Customer's own cost.
 - 5.4 Any item delivered to ASBIS will form the object of a pledge in favour of ASBIS for present and past debts of the Customer to ASBIS and ASBIS will be entitled to retain such a pledge at the value as determined in 13.1
 - 5.5 All guarantees are immediately null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than ASBIS or its appointed nominee, or should the goods be operated outside the Manufacturer's specifications.
 - 5.6 To be valid, guarantee claims must be supported by the original tax invoice and the goods in the original packaging of the goods and with all accessories and manuals intact. All items must be returned in an "as new" condition.
 - 6.1 Under no circumstances will ASBIS be liable for any consequential or indirect damages or loss of profit or for any delictual liability for any nature whatsoever.
 - 6.2 Under no circumstances will ASBIS be liable for any damage rising from any misuse or abuse of the goods.
 - 7 No claim under these terms and conditions will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given ASBIS 30 days written notice by prepaid registered post to rectify any defect or breach of contract.
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- 8 The Customer agrees to pay the amount on the Tax invoice at the offices of ASBIS (a) cash on demand; or (b) if the Customer is a Credit Approved Customer, within the terms as reflected on invoice and/or statement issued by ASBIS.
- 9.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by ASBIS, reduced to writing and signed by the Customer and a duly authorised representative of ASBIS.
- 9.2 The Customer is not entitled to set off any amount due to the Customer by ASBIS against his debt.
- 9.3 The Customer hereby agrees that any item handed in for repair may be sold by ASBIS to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 10.1 The Customer agrees that the amount due and payable to ASBIS may be determined and proven by a certificate issued by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 10.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 11 The Customer agrees that interest shall be payable on any moneys due to ASBIS at 2% above the Prime Overdraft rate quoted by Standard Bank Ltd., which interests shall be calculated on a daily balance and capitalized monthly from the date the moneys fell due to payment. A certificate under hand of any manager of the Standard Bank Ltd. shall be prima facie proof of the interest rate charged nor shall it be necessary to prove the signature or capacity of such manager.
- 12 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 8 above in the case of a Credit Approved Customer; or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is being dissolved, or being a company or close corporation is placed under a provisional or final order of judicial management or liquidation, or compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if he commits or permits any act that may prejudice the rights of ASBIS; then in any of these events ASBIS may in its sole discretion either; (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) cancel the agreement and take possession of any goods delivered to the Customer by giving the Customer written notice to that effect; or (iii) claim damages. Furthermore, ASBIS shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and ASBIS. In the event of a breach and without restricting or revoking any other rights ASBIS may have in law, ASBIS shall have the right to claim from the Customer the following costs: if payment by cheque is referred to drawer for whatsoever reason, an amount of R60.00 per affected cheque; if the Customer's debit order is returned due to lack of funds, an amount of R60.00; if default necessitates a telephonic contact of the debtor by ASBIS, an amount of not more than R50.00 per call; if default necessitates a personal visit by ASBIS, an amount of R 100.00 per visit; Cost for issuing a Letter of Demand at R 16.50; subject to the maximum costs recoverable in terms of the Magistrates Court Act 32 of 1944 as amended, Attorneys Act 33 of 1979 and Debt Collections Act 114 of 1998. These remedies are without prejudice to any other right ASBIS may be entitled to in terms of this agreement or in law.
- 12.1 The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to ASBIS instituting any proceedings arising out of this contract in the Magistrates Court for the district of RANDBURG otherwise having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. ASBIS however reserves the right, in its sole discretion, to institute any action arising from this agreement in the High Court of South Africa.
- 12.2 In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes ASBIS to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
- 13.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be prima facie proof of the value.
- 13.2 The Customer indemnifies ASBIS completely against any damage whatsoever relating to the removal of repossessed goods.
- 13.3 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law (confusio or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to ASBIS.
- 14 All goods supplied by ASBIS remain the property of ASBIS until such goods have been fully paid for.
- 15 The Customer shall be liable to ASBIS for all legal expenses (including collection fees) on the attorney own client scale incurred by ASBIS in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.
- 16 The Customer agrees that no indulgences whatsoever by ASBIS will affect the terms and conditions or any of the rights of ASBIS and such indulgence shall not constitute a waiver by ASBIS in respect of any of its rights herein. Under no circumstances will ASBIS be stopped from exercising any of its rights in terms of these conditions.
- 17.1 Any document will be deemed duly received by the Customer within (a) 3 working days of prepaid registered mail to any of the Customer's business or postal addresses or the domicilium address of the Customer or to the personal address of any director, member or owner of the Customer; or (b) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; (c) on being delivered by hand to the Customer or any director, member or owner of the Customer; (d) within 48 hours if sent by overnight courier; or (e) within 24 hours of being telexed to the Customer's telex number.
- 17.2 The Customer chooses as its domicilium citandi et executandi the business address as per the dealer application or such other address agreed upon between ASBIS and the Customer.
- 17.3 The Customer undertakes to inform ASBIS in writing within 7 days of any change of Director, Member, Shareholder or Owner address, or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.
- 18 The Customer agrees to the standard prices of ASBIS for any goods purchased or services rendered, as published in its ruling price list.



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- 19 The invalidity of any part of these terms and conditions will not affect the validity of any other part, each clause in this agreement being severable from the rest.
 - 20 Any order is subject to cancellation by ASBIS due to force majeure from any clause beyond the control of ASBIS including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
 - 21 If at any time any amount of money due by the Customer to ASBIS is overdue for payment, ASBIS shall be entitled to suspend all deliveries to the Customer until all amounts are paid or, at the election of ASBIS, to cancel all outstanding orders in either of which events the Customer shall have no claim against ASBIS.
 - 22 Prices are subject to change without prior notice.
 - 23 The signatory warrants that he is the duly authorized representative of the Customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with ASBIS.
 - 24 This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 12.1.
 - 25 We are in the process of implementing an access control system. The access card will be given to customers and will allow them to collect goods from our premises. The access control card will act as a proof of collection. Please supply us with the names of people within your organization that will be allowed to collect goods. If the person/s on the list has left your company, we need to be notified as to who the new person/s collecting are. We will not be held responsible if someone who's not authorized by your company collects goods from our premises.
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