



DEALER APPLICATION

TRADING INFORMATION

Company Name

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Trading Name:

Holding Company:

Street Address:

Postal Address: Code:

Telephone Number: ()

Fax Number: ()

Email Address:

Date Established:

Co. Registration Number:

Vat Number:

Partnership Private Co. Public Co. Close Corp Sole Proprietorship

Nature of Business:

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TRADE REFERENCES

COMPANY NAME	TELEPHONE NUMBER	LIMIT AMOUNT	TERMS	REFERENCE CONTACT PERSON
1.				
2.				
3.				
4.				
5.				

Initial Here

KEY OPERATIONAL CONTACTS

TITLE	FIRST NAME	SURNAME	POSITION	PRIVATE
1.				
2.				
3.				
4.				
5.				

BANKING INFORMATION

Bankers: Branch:

Branch Code: Account Number:

Account Type: Current Commercial Savings

DIRECTORS/OWNERS PARTICULARS

1) Full Names:

Residential Address

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I.D. Number:

Designation:

2) Full Names:

Residential Address:

.....

I.D. Number:

Designation:

3) Full Names:

Residential Address:

.....

I.D. Number:

Designation:

Initial Here

I/We accept that I/we shall be responsible for all costs (including Attorney and Client fees where applicable) involved in the recovery of any overdue amount

owed by me/us and shall pay interest charges on the same at prime bank rates.

I/We consent to the jurisdiction of the Magistrates Court, otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, of all action taken against me/us, irrespective of the amount involved.

I/We agree that I/we have read and understood all of the above, and agree to be bound by them.

I/We (the Directors) do hereby sign as Surety and Co-principle Debtor of the due fulfilment of the Company's obligation to F.R.O.G. Audio Visual (Pty) Ltd, and

undertake to abide by the Company's Terms and Conditions of Sale.

1) Signature:

Date: Name:

2) Signature:

Date: Name:

3) Signature:

Date: Name:

Initial Here

F.R.O.G. AUDIO VISUAL (PTY) LTD STANDARD TERMS AND CONDITIONS OF SALE

ALL and any goods sold (hereinafter referred to as “the goods”) by F.R.O.G. Audio Visual (PROPRIETARY) LIMITED (hereinafter referred to as “the Seller”) shall be sold to the purchaser (hereinafter referred to as “the Purchaser”), who shall purchase such goods, subject to the terms and conditions set out hereunder:

1. notwithstanding anything to the contrary which may be herein contained or implied, or any credit given in respect of any particular sale and delivery, the goods shall be and remain the property of the Seller, and ownership and dominium in the goods shall remain vested in the Seller, notwithstanding delivery of same to the Purchaser, until the purchase price payable in respect of each sale of goods shall have been paid;
2. if default is made by the Purchaser in the full or timeous payment of the purchase price payable in respect of the goods, or if the Purchaser should suffer any judgement against it, or being an individual, be provisionally or finally or voluntarily sequestrated, or being a company, being placed under judicial management, or liquidated, (whether provisionally or finally), then in any such event, the Seller shall have the right:
 - 2.1 to either cancel the agreement in respect of the sale of any items comprising the goods not yet delivered to the Purchaser, to retain any payments already effected by the Purchaser by way of a genuine pre-estimate of liquidated damages suffered by the Seller and to demand that the Purchaser forthwith return to the Seller, at its expense, any goods already delivered and unpaid for or not fully paid for; if the Purchaser should fail to do so, the Seller may apply to any competent Court for an order to obtain possession of such goods. Such cancellation and repossession shall be without prejudice to the Seller’s rights to recover from the Purchaser all loss or damages sustained by it arising directly or indirectly as a consequence of the Purchaser’s breach; or
 - 2.2 to claim specific performance and immediate payment of all amounts owing to it by the Purchaser, whether or not performance or payment is as at that date due by the Purchaser. Without prejudice to any rights the Seller may have to recover from the Purchaser all loss or damages sustained by it, directly or indirectly, as a consequence of the Purchaser’s breach;
 - 2.3 all orders and any variations to orders will be binding, subject to these standard conditions. The Seller will under no circumstances accept any goods returned of any nature whatsoever unless the prior written approval of management is first hand and obtained. In this latter event the Purchaser shall pay a handling fee of not less than 10% (ten percent) of the invoice price of the goods, which said percentage shall be determined by management in each and every case.
3. in the event that the delivery of any goods is delayed, hindered, prevented or interfered with by any circumstances or events whatsoever outside the Seller’s control, the time or times for such delivery shall be extended until the lapse of a reasonable period after the cessation of the said circumstances or event, and the Seller shall not be liable to the Purchaser for any loss or damage, (and whether direct or consequential) caused thereby;
4. in the event that the Seller is for whatsoever reason unable to supply any item or items comprising the goods, the Purchaser shall not be entitled to cancel the sale but shall accept delivery of such items of the goods as the Seller is able to supply and the Seller shall not be liable to the Purchaser for any loss or damage (and whether direct or consequential) sustained by the Purchaser by reason of the non-supply of such items;
5. subject to the provisions of clauses 3 and 4 above, in the event that any goods are short delivered, or upon delivery are found to be in a damaged or defective condition, then in such event, such goods shall be replaced by the Seller provided that such short delivery, damage or defect is noted by the Purchaser at the time of delivery on the delivery note pertaining thereto and a claim is made by the Purchaser in respect thereof within 2 (TWO) days from the date of such delivery, and provided further that in the case of goods delivered in a damaged or defective condition the said goods are returned to the Seller within 7 (SEVEN) days from the date of such delivery and the Seller, upon inspection thereof, is satisfied that the said goods are damaged or defective; the provisions of this clause notwithstanding, the Seller shall not be liable to the Purchaser for any loss or damage (and whether direct or consequential) sustained by the Purchaser by reason of goods being short delivered, or being delivered in a damaged or defective condition
6. Price
 - 6.1 All prices are quoted nett, unless otherwise specified. Prices are for delivery in Gauteng only. The cost of any other form of delivery will be an additional charge, unless prior arrangements have been made in writing. Should the Seller receive notification at any time after conclusion of this agreement, from any person manufacturing the goods, of any increase in the cost price payable by the Seller before delivery to the Purchaser or should there be any change in the amount of the Value Added Tax payable or any charges imposed by the Directorate of Customs and Excise on goods still to be imported, then the price shall be increased by the same percentage as the percentage increase in the cost price aforesaid. Prices quoted are for duty paid goods in the Sellers stores, at the time of quoting.
 - 6.2 all prices quoted exclude Value Added Tax, unless otherwise arranged
 - 6.3 the validity of prices quoted, is subject to the current rate of exchange between the Rand and the currency/ies of the country/ies of origin of goods quoted, being maintained. If there is an change in the rate of exchange, the right to adjust the Seller’s prices, is accordingly reserved
 - 6.4 quotations unless otherwise stated or previously withdrawn, are valid for 30 (thirty) days from the date thereof, subject to clauses 6.1 and 6.3 above
7. unless other terms have been arranged in writing, the Seller’s terms are strictly cash on delivery (COD) basis only
8. the provisions of clause 7 notwithstanding, all overdue amounts shall attract interest from due date to date of payment at a rate equal to the ruling prime bank overdraft rate of interest plus 2% (TWO PERCENT) (as certified by any manager of Standard Bank SA, for the relevant period);

9. all risk of loss, damage or destruction in and to the goods shall pass to the Purchaser on delivery of the goods to the Purchaser.
10. notwithstanding any clause or statement dealing with deliveries, guarantees or service, the acceptance of goods supplied under these conditions of sale indemnifies the Seller and its employees from any responsibility for any loss or damage which may result from any defect or failure of the equipment or of the system, for any reason whatsoever, while in service
11. without derogating from the generality of any of the provisions hereof, the Seller shall not at any time be liable for any claims for direct or consequential loss or damage which may be sustained by the Purchaser or for any claims made by any other person whatsoever in connection with this Agreement or the use of the goods and the Purchaser hereby indemnifies the Seller against all such claims;
12. ownership in respect of any goods, whether supplied or installed, sold by the Seller to the Purchaser from time to time, is reserved to the Seller until such time as payment of all amounts due owing and payable by the Purchaser to the Seller from whatsoever cause arising, have been paid to the Seller in full. The Purchaser shall inform the landlord of the premises at which the goods are delivered and 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. The risk in the goods shall nevertheless pass to the Purchaser, as if this provision did not apply.
13. the cost of installing and/or commissioning goods will normally be specified separately from the price quoted for the goods. When a fixed price is quoted for installing and/or commissioning goods, it implies that:
- 13.1 a 15amp power socket will be provided by the Purchaser at each position
- 13.2 the site and the necessary facilities (ducting, power, etc) will be available and accessible
- 13.3 the goods will be on site and not in the store to which it may have been delivered
- 13.4 when necessary the assistance of electricians, plumbers, fitters, welders, riggers or any other tradesmen will be provided by the Purchaser, at the Purchaser's cost (The assistance required will be specified)
- 13.5 material or samples will be available to enable the goods to be commissioned and tested, and a responsible person will be present formally to accept the goods
- 14.1 all drawings, specifications, illustrations, diagrams, price lists, catalogues, brochures, dimensions and the like, furnished by the Seller and representations in regard thereto are approximate and furnished for information only and unless specifically guaranteed by the Seller in writing in a quotation or acceptance, shall not form part of the contract nor bind the Seller in any way whatsoever
15. Guarantee
- 15.1 except where otherwise specified or original suppliers guarantee applies, the goods are guaranteed for 12 (twelve) months from date of invoice against any defect attributable to faulty workmanship or materials. Fair wear and tear and rough treatment of product being excluded
- 15.2 This guarantee does not cover normal servicing of the goods. Thermionic tubes, lamps, television tubes, television camera tubes and LCD panels (liquid crystal display panels) are covered by the
- 15.3 manufacturers guarantee and are governed by use.
- 15.4 This guarantee only covers the goods supplied when it is used correctly under the recommended operating conditions and for the application for which it is intended
- 15.5 This guarantee only covers the cost of repairing faulty goods and does not include the cost of travel and subsistence by the Seller, when the goods cannot be returned to the Seller's Service Division
- 15.6 The onus is on the Purchaser to return faulty equipment to the Seller's offices for repairs
- 15.7 In the event of any service being carried out by persons or agencies not authorized by the Seller during the guarantee period, the guarantee becomes null and void with immediate effect
- 15.8 The guarantee is not transferable and applies to the original Purchaser of the goods only
16. in the event of the Seller being forced to institute legal action against the purchaser for the recovery of the goods or
17. any outstanding amount, then in that event, the Purchaser shall be responsible for all legal costs incurred by the Seller on the scale as between Attorney and own client, which legal costs shall include, where appropriate, collection commission and tracing charges;
18. the Purchaser hereby consents to the jurisdiction of the Magistrate's Court, notwithstanding that the subject matter or the quantum of the matter in question may otherwise exceed jurisdiction of such Court. The Seller shall however be entitled, as its sole option to institute action out of any division of the Supreme Court of South Africa, having the requisite jurisdiction;
19. no terms and conditions of sale between the Seller and the Purchaser at variance with the terms and conditions contained herein and no warranties, undertakings or representations shall be of force or effect unless reduced to writing and signed by the Seller;
19. the Purchaser shall not be entitled to cede or delegate any of its rights or obligations in terms of any agreement with the Seller, without the prior written consent of the Seller first having been obtained;
20. in the event that any clause herein contained is illegal, invalid or unenforceable, such clause shall be treated "pro non scripto" and severed from the remaining clauses, without invalidating such remaining clauses.