

# DEALER APPLICATION

\* N.B : Digital Channel Solutions is a distributor for various computer accessories, peripherals and media, as such we are only able to trade with Dealers, Resellers and Sub- distributors. Approval of the Dealer Application is therefore subject to this condition.

**TRADING INFORMATION**

Company Name: .....

Trading Name: ..... Holding Company: .....

Street Address: .....

Postal Address: ..... Code: .....

Province: .....

Telephone Number: ( ) ..... Fax Number: ( ) .....

Date established: ..... Co. Registration Number: ..... Vat Number: .....

Partnership  Private Co.  Public Co.  Close Corp  Sole Propriet

Are you a member of a Buying Group? ..... (if yes)? .....

Will the company be purchasing as part of this Buying Group or as a separate entity? .....

**KEY OPERATIONAL CONTACTS** (Compulsory Field)

NAME	POSITION	TEL/FAX	E-MAIL
Financial Director/ Accountant			
E:mail Address:			
Creditors Account			
E:mail Address:			
Buyer/Sales			
E:mail Address:			

Please state briefly the nature/purpose of the business and/or related activities: .....

.....

.....

Name of Sales Person (DCS Contact) with whom you dealt with: .....

**BANKING INFORMATION**

Bankers: ..... Branch: ..... Branch Code: .....

Account Number: ..... Account Type:      Current      Commercial      Savings

**TRADE REFERENCES (COMPULSORY)**

COMPANY NAME	TELEPHONE NUMBER	LIMIT AMOUNT	TERMS	ACC NO.	CONTACT PERSON

**\* NO PERSONAL CHEQUES WILL BE ACCEPTED IN SETTLEMENT OF PURCHASES**

**DIRECTORS/OWNERS PARTICULARS**

- 1)      Full Names: .....
- Residential Address: .....
- I.D. Number: ..... Designation: .....
  
- 2)      Full Names: .....
- Residential Address: .....
- I.D. Number: ..... Designation: .....
  
- 3)      Full Names: .....
- Residential Address: .....
- I.D. Number: ..... Designation: .....

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 at Johannesburg 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 Digital Channel Solutions (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: .....

**DOCUMENTATION TO BE SUBMITTED ALONG WITH THE COMPLETED DEALER APPLICATION (Compulsory)**

- 1) **Copy of the Company Registration Documents**
- 2) **Copy of the Company VAT Registration Documents**
- 3) **Certified Copy of the Directors(s) and/or Owner(s) Identity Document**

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**FOR OFFICE USE ONLY**

Client Account Code: .....

Code Required R	Received " "	Limit Required R	Date Applied: ...../...../20 .....
			Date Granted: ...../...../20 .....
			Date Granted: ...../...../20 .....

**SPECIAL CONDITIONS**

Cash/Bank Guaranteed Cheque       Terms Only       Surety Required       Financials Required

Approved By:	Terms:	Date Applied: ...../...../20 .....
Captured By:		Date Granted: ...../...../20 .....
Audit Trail:		Date Granted: ...../...../20.....

**DIGITAL CHANNEL SOLUTIONS (PTY) LTD STANDARD TERMS AND CONDITIONS OF SALE**

The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Digital Channel Solutions (Pty) Ltd t/a DCS (hereinafter called DCS) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of DCS; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by DCS.

- 2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by DCS at its business address in Kyalami.
- 2.2 Any order only becomes final and binding on receipt and acceptance of such order by DCS at its business address per clause 2.1.
3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to DCS and agrees that these Standard Conditions will apply in the exact same way to him / her.
4. The Customer acknowledges that it does not rely on any representations made by DCS in regard to the goods or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by DCS in respect of the goods orally or in writing will not form part of the Agreement in any way unless agreed to in writing by DCS.
- 5.1 The Customer agrees that neither DCS nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 5.2 It is the sole responsibility of the Customer to determine that the goods ordered are suitable for the purposes of intended use.
- 5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 5.4 DCS reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.
- 6.1 All quotations will remain valid for a period of 14 days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first.
- 6.2 All quotations are subject to the availability of the goods and subject to correction of good faith errors by DCS and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of DCS before acceptance of the order.
- 6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
- 6.4.1 The Customer hereby confirms that the goods on any Tax Invoice issued duly represent the goods ordered by the Customer at the prices agreed to by the Customer and, where delivery has already taken place, that the 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.
- 6.4.2 The Customer agrees that in the event that goods are short delivered, or on delivery found to be damaged or defective, the short delivery, damage or defect must be noted on the invoice accompanying the delivery. The Customer must within two days of the delivery make a claim to DCS in writing and must within seven days return the goods to the premises of DCS. Upon receiving the goods, DCS will inspect the goods and if DCS is satisfied that the goods are damaged or defective, DCS will honour the claim.
- 6.5 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Conditions of Agreement and may not be revoked by the Customer.
- 6.6 DCS shall be entitled in its sole discretion to split the delivery of the goods ordered in the quantities and on the dates it decides.
- 6.7 DCS shall be entitled to invoice each delivery actually made separately.
- 6.8 Any invoice or waybill or delivery note (copy or original) signed by the Customer and held by DCS shall be prima facie proof that delivery was made to the Customer.
- 6.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. DCS may recover insurance premiums from the Customer for such ordered and uninsured goods.
- 6.10 Delivery and performance times quoted are merely estimates and are not binding on DCS.
- 6.11 If DCS agrees to engage a third party to transport the goods, DCS is hereby authorized to engage a third party on the Customer's behalf and on the terms deemed fit by DCS.
- 6.12 The Customer indemnifies DCS against any claims against DCS that may arise from such agreement in clause 6.11.
- 6.13 The Customer Agrees that pending payment of all goods: if the goods are not kept at the address as reflected on the Dealer Credit Application, the Customer shall notify DCS in writing of the address where the goods will be kept.;
- a) the Customer shall not make any material alteration or modification to the goods without prior written consent of DCS. Any part or accessory added to the goods shall become DCS's property, without compensation;
- b) the Customer shall not, without prior written consent of DCS, remove the goods beyond the borders of the Republic of South Africa as territorially constituted on the date of delivery of the goods.
- 6.14 All goods taken on a demonstration bases by the Customer are deemed sold if not returned within 14 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.
- 7.1 New goods are guaranteed according to the Manufacturers product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded.
- 7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or granting of a credit at the sole discretion of DCS.
- 7.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of an alleged breach of contract and/or defect occurring, given DCS written notice by prepaid registered post of such breach or defect, and has afforded DCS at least 30 days to rectify such defect or breach.
- 7.4 To be valid, claims must be supported by the original Tax Invoice.
- 7.5 The Customer shall return any defective moveable goods to the premises of DCS at the Customer's own cost and packed in the original or suitable packaging.
- 7.6 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than DCS or should the goods be used or stored outside the Manufacturer's specifications.
- 8.1 Under no circumstances shall DCS be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.
- 8.2 Under no circumstances shall DCS be liable for any damage arising from any misuse, abuse or neglect of the goods.
9. Delivery of the goods to the Customer shall take place at the place of business of DCS.
- 10.1 The Customer agrees that the amount contained in a Tax Invoice issued by DCS shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within the credit period granted as specified on the Credit Application, from the date a Tax Invoice has been issued by DCS.
- 10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of DCS.
- 10.3 The risk of payment by cheque through the post rests with the Customer.
- 11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by DCS reduced to writing and signed by the Customer and a duly authorised representative of DCS.
- 11.2 The Customer is not entitled to set off any amount due to the Customer by DCS against his debt
- 11.3 All discounts shall be forfeited if payment in full is not made on the due date.
- 12.1 The Customer agrees that the amount due and payable to DCS may be determined and proven by a certificate issued and signed by any director or manager of DCS, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

- 12.2 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 or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 13.1 The Customer agrees that interest rate shall be a variable interest rate calculated at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo-rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to DCS and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
- 13.2 The Customer expressly agrees that no debt owed to DCS by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.
- 14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; DCS is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right DCS may be entitled to in terms of this Agreement or in law. DCS reserves its right to stop supply immediately on cancellation or on non-payment.
- 14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 10.1(b) and all amounts then outstanding shall immediately become due and payable.
- 14.3 DCS shall be entitled to withdraw credit facilities at any time within its sole discretion.
- 15.1 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 or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 15.2 In the event of cancellation of the Agreement by DCS, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.
- 15.3 In the event of cancellation of the Agreement by DCS, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.
- 16.1 All goods supplied by DCS remain the property of DCS until such goods have been fully paid for whether such goods are attached to other property or not. 16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of DCS. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of DCS in the goods.
- 16.3 If any goods supplied to the Customer are of a generic nature and have become the 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 DCS.
- 17.1 The Customer shall be liable to DCS for all legal expenses on the attorney -and-own-client scale incurred by DCS 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 shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that DCS may demand.
- 17.2 The Customer agrees that DCS will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
18. The Customer agrees that no indulgence whatsoever by DCS will affect the terms of this Agreement or any of the rights of DCS and such indulgence shall not constitute a waiver by DCS in respect of any of its rights herein. Under no circumstances will DCS be stopped from exercising any of its rights in terms of this Agreement.
19. The Customer hereby consents that DCS shall have the right to institute any legal action in either the Magistrate's Court or the Witwatersrand Local Division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.
- 20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
- 20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
- 20.3 The Customer undertakes to inform DCS in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, DCS reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 20.4 The Customer hereby consents to the storage and use by DCS of the personal information that it has provided to DCS for establishing its credit rating and to DCS disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that DCS will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 20.5 The Customer hereby consents that DCS can provide personal information of the Customer to third parties, if the Customer has indicated DCS as a trade reference to third parties and the Customer agrees that DCS will not be liable for the good faith disclosure of any of this information to such third parties.
- 20.6 The Customer hereby agrees that the credit facility is a variable credit facility and that DCS shall be entitled to increase its credit limit from time to time.
21. The Customer agrees to the Standard Rates of DCS for any goods rendered, which rates may be obtained on request.
22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
23. Any order is subject to cancellation by DCS due to acts of God or any circumstance beyond the control of DCS, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
24. Any order is subject to cancellation by DCS if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The Customer agrees that DCS will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clause 5.1, clause 19 and clause 20.6.
27. This Agreement and its interpretation are subject to South African law.

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**\* Please note all four pages must be returned for processing**