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ACCOUNT APPLICATION AND SURETYSHIP

PLEASE USE BLOCK CAPITALS

Name of Applicant _____

Trading Name _____ Date Established _____

Registered Name _____

VAT Registration number _____ Co Registration number _____

Physical Address _____

_____ Code _____

Postal Address _____

_____ Code _____

Telephone _____ Fax _____

Acc. Email _____

Type of Company Public Company Private Company Close Corporation Partnership Sole Proprietor

Financial Manager	Accounts Contact

Directors / Members / Partners

Name and Surname	ID Number	Residential Address
a		
b		
c		

I / We agree that:

1. The information contained in this document is true and correct and if credit is granted, it will be on the basis of information herein furnished.
2. I / We am / are duly authorized to apply for credit facilities on behalf of the applicant.
3. I / We understand and acknowledge having read the terms and conditions printed on both pages of this application and acknowledge that it shall apply to all transactions between the applicant and Cape PC Services CC.

To be signed by the Sole Proprietor, all Members of the CC, all Directors or all Partners

Print Name And Surname	Designations	Signature	Date

TERMS AND CONDITIONS

QUOTATIONS AND PRICES

- 1. All quotations done are Incl. VAT.
- 2. The quotations are only valid for 7 days, unless specified differently; the quotation should then be signed and faxed to Cape PC Services.

PAYMENTS

- 1. Cape PC Services has the right to suspend deliveries and service if any amount due by the customer is unpaid.
- 2. **All hardware is C.O.D. and labour charges are due 30 days from invoice date unless differently stated on the invoice.**
 - 2.1 **For any C.O.D. amount on the customer's account (hardware) that is not paid by the customer within 7 days, the customer shall be liable for an additional 5% (five percent) penalty on the hardware amount.**
 - 2.2 **Should any amount on any other account not be paid by the customer on due date, the customer shall pay interest on all overdue balances at a compound rate of 25% (twentyfive percent) per annum.**
- 3. In addition Cape PC Services shall be entitled to report the customers default to the Computer Industry Protection Association (CIPA) for circulation amongst its members without notice to the customer.
- 4. In the event of Cape PC Services instructing its attorneys to collect any overdue amount, all legal fees, collecting charges and tracing agents fees, as between attorney and own client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
- 5. Cape PC Services reserves the right to discontinue and summarily to cancel the agreement in respect of which payments have fallen in arrears and, in event of these rights being exercised, all amount owing shall immediately become due and payable on demand.

The signatory who's signature appears below hereby accepts the standard terms and conditions of sales in the account application on behalf of the abovementioned client.
 The signatory thereby confirms that all information provided is both true and correct in every aspect and therefore represents a true reflection of the company in a juristic and 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.

I/We the acknowledge that I/we has/have read and understood each term of this contract and accept them as binding and acknowledges that the content reflects the true intention of both parties and that this agreement has been entered into for the benefit of both the customer and Cape PC Services.

Signed at _____ on the _____ day of _____, 20_____ .

Signature

Full Name(s) and Surname

Capacity

For Office Use Only

- Account Number _____
- Date of account Opened _____
- Credit amount required _____
- Credit amount granted _____
- Trade Terms _____
- Approved / Declined _____

TERMS AND CONDITIONS

The customer agrees that this agreement represent the entire Agreement between the client and Cape PC Services 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 who is duly authorized to do so.

QUOTATIONS AND PRICES

6. All quotations done are Incl. VAT.
7. The quotations are only valid for 7 days, unless specified differently; the quotation should then be signed and faxed to Cape PC Services.
8. No quotations will be accepted verbally, or as per telephone.
9. The quotations are based on rates of exchange, freight charges, insurance, costs of labour, materials and other charges ruling at the date of the quotation, therefore pricing should always be confirmed before placing the order.
10. Cape PC Services may revoke a quotation at any time.

PLACING AN ORDER

1. If telephone orders are placed by the customer, Cape PC Services may require such orders to be confirmed in writing by the customer, prior to acceptance by us.
2. All terms are C.O.D. with Cape PC Services, provided that prior credit arrangements terms have been discussed and agreed upon by both parties.
3. Should payment not be made by payment due date, you will automatically be placed on C.O.D. terms.

PAYMENT

1. The customer shall pay the amount on the tax invoice at the offices of Cape PC Services.
2. Where the customer uses a postal service to effect payment to deliver or return goods, such postal services shall be deemed to be the agent of the customer. Likewise, where the customer uses internet banking, the bank shall be deemed to be the agent of the customer.
3. The customer has no right to withhold payment or make such set offs or deductions from any payment due by it for any reason whatsoever. No extension of payment of any nature will be granted unless reduced to writing and signed by the customer and a duly authorized representative of Cape PC Services.
4. Cape PC Services has the right to suspend deliveries and to exercise its rights in terms of clause 3 if any amount due by the customer is unpaid.
5. Should any amount not be paid by the customer on due date;
 - 5.1 the full outstanding amount, in respect of all purchases by the customer, shall become due and payable without any notice.
 - 5.2 the customer shall further pay interest on all overdue balances at a compound rate of 5% (five percent) per annum above the prime overdraft rate charged by Cape PC Services bankers. In addition Cape PC Services shall be entitled to report the customers default to the Computer Industry Protection Association (CIPA) for circulation amongst its members without notice to the customer.
- 5.3 In the event of Cape PC Services instructing its attorneys to collect any overdue amount, all legal fees, collecting charges and tracing agents fees, as between attorney and own client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
- 5.4 The customer hereby consent to the jurisdiction of the Magistrate's Court Act No. 32 of 1944, as amended, in respect of all amounts of causes of action arising out of the sale and supply of goods even though the amount involved would normally exceed the jurisdiction of such a court.
- 5.5 The Signatory(ies) hereto having renounced the benefits of excussion and division hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s in sodium with the customer for all its obligations to Cape PC Services, including legal costs on attorney and own client scale as proved in terms of clause 5.3 above.

WITHDRAWAL OF CREDIT FACILITIES

1. Cape PC Services reserves the right to withdraw, increase or decrease any credit facility at any time without prior notice.

ORDERS

1. The customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the customers at the prices agreed to by the customer and where performance/delivery has already taken place that the services and 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.
2. Cape PC Services will accept all written and oral orders. All such orders and variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from Cape PC Services. Cape PC Services will not be responsible for any errors or misunderstandings occasioned by the customer's failure to make the order in writing.

RETURNED GOODS

1. Whilst Cape PC Services is under no obligation to accept the return of goods, the customer may apply to Cape PC Services for permission to return the goods and if permission is given:
 - 1.1 any item delivered to Cape PC Services will from the object of a pledge in favor of Cape PC Services for present and past debts of the customer to Cape PC Services and Cape PC Services will be entitled to retain such pledge as value determined as follows:
 - 1.1.1 the difference between the selling price and the value of the goods at the time that the debt became due.
 - 1.1.2 The value of any repossessed goods or retained pledge goods will be deemed to be the value place on them by any sworn valuator will be prima facie proof to the value.
 - 1.2 in the event of a cancellation of an order by the customer for goods accepted for return by Cape PC Services reserves the right to charge a handling fee of up to 15% to the value of the order should the goods not be returned within a 2 day period.
 - 1.3 the credit control department must be notified of the relevant invoice, before any claim will be considered.

The Signatory(ies) hereto having renounced the benefits of excussion and division hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s in sodium with the Customer for all its obligations to Cape PC Services, including legal costs on attorney and own client scale as proved in terms of clause 5.3 above.

ACCEPTANCE OF TERMS, CONDITIONS AND SURETY

To be signed by all Directors, Members or Partners as the case may be.

Name and Surname _____

Signature _____ Date _____

Name and Surname _____

Signature _____ Date _____

Name and Surname _____

Signature _____ Date _____