

Dealer Application Form

| Registered name of company: | | | | | | |
|---|-----------------------|---------------------------|---------------------|--|--|--|
| Company registration number: | | | | | | |
| Postal address: | | | | | | |
| | | | | | | |
| Phone Number: | | | | | | |
| Email Address: | | | | | | |
| VAT. Number: | | | | | | |
| Nature of business: | | | | | | |
| Required Documentation Company profile Copy of directors and shareholder ID/Passport Share Certificates Certificate of Incorporation Details of Directors/Shareholders: | | | | | | |
| Full Names | ID/Passport Number | Contact Number & Email | Residential Address | | | |
| | - Trumber | | | | | |
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| | | | | | | |
| Company banking details: | | | | | | |
| Bank: | | | | | | |
| Address: | | | | | | |
| Branch code: | | | | | | |
| Amount of credit applied for: | | | | | | |
| Method of payment: | | | | | | |

Contact details of Persons Responsible for Payment: Full Name: Position: Email: Email: Position: Email: Position: Position: Email: Position: Position: Position: Position: Email: Position: Positio

It is agreed that:

- 1. The purchaser shall procure goods from the seller for the purpose of reselling to end users.
- 2. The seller shall provide support to the purchaser in the form of catalogues, brochures, product training and installation. Where fees or charges are applicable the seller shall notify the purchaser in advance.
- 3. The invoice price reflected on the Sellers invoice shall be paid by the Purchaser without any deductions in accordance with the terms of payment which the parties hereto might agree upon in writing. In the absence of any written agreement the terms of payment shall be 30 days from date of Invoice.
- 4. The Seller shall be entitled to charge interest, from time to time, at a rate of prime plus 2% as verified on all overdue amounts on the balance from the due date of payment.
- 5. The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. Notwithstanding delivery of the goods ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price has been made in full.
- 6. The Seller shall not, under any circumstances, be liable for any defects, shortage in delivery or failure of the goods or not complying with Purchasers specifications, unless written notice is received by the Seller in respect thereof.
- 7. The Seller shall not be liable for any consequential loss suffered by the Purchaser in respect of delays in delivery, defective goods and from any other cause whatsoever rising.
- 8. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at this option and without prejudice to any of its rights in law, shall be entitled without notice to:
 - 8.1 Retake possession of the goods sold to the purchaser, in suspect of which ownership has not passed.
 - 8.2 Demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold by the Seller to the Purchaser notwithstanding that payment in respect of any such goods might not then be due and payable and to claim payment thereof.

- 9. In the event of the Purchaser failing to make payment of any amount on due date the full amount in respect of all goods sold by the Seller to the Purchaser, shall immediately become due, owing and payable with notice.
- 10. No extension of time or any other relaxation or indulgence granted by the seller to the Purchaser shall operate as or be deemed to be a waiver by the Seller of any of his rights under this agreement, or a novation of any of the terms and conditions of this agreement.
- 11. The credit facilities may be altered or withdrawn by the Seller at any time provided prior notice 7 days of any such change is given to the Purchaser by the Seller.
- 12. The Party/ies who have appended their signature/s hereto on behalf of the Purchaser hereby binds himself/themselves jointly and severally as surety/ies and co- principal debtor/s in solidum unto and in favor of the Seller in respect of all obligations of the Purchaser in terms hereof and furthermore hereby agree and undertake to be bound by the terms and conditions of this agreement.
- 13. A signed purchase note shall constitute prima fade proof the goods have been purchased and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or representative of the Purchaser.
- 14. The Purchaser warrants that the Seller in writing, of any change of details given including change of ownership, name or address. Such changes shall in no way derogate from my/our liability to the Seller.

| Full name of Purchase | er: | | |
|------------------------|--------------------------|--------|----|
| Name of person signi | ng: | | |
| Signature: | Posi | tion: | |
| Witness: | Sign | ature: | |
| Dated at | on this | Day of | 20 |
| On behalf of Electro-N | Mech Engineering Co. Pty | Ltd | |
| Signature: | | | |
| Name: | | | |
| Dated at | on this | Day of | 20 |