









## To Our New Applicant

Welcome!

All of us here at Frontosa Technology (2003/024584/07) would like to take this opportunity to thank you and your company for deciding to join Frontosa IT. We offer you a very warm welcome to our industry.

Please note we require the following from you in order to approve your application:

-  Your company must deal directly in the IT trade (i.e. Computer and Technology Companies only)
-  A valid VAT number (if applicable)
-  A copy of your registration form (CK,PTY etc if applicable)
-  Contactable IT trade references
-  A copy of the Company's MD/owners I.D.
-  ALL pages (pages 1-5) to be filled in correctly and is legible, with each page initialled

We all look forward to doing business with you. We will provide you with remarkable service and quality stock at the best possible price.

**For Office Use only:**

Approval made by: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Account Number: \_\_\_\_\_

Date: \_\_\_\_\_



**FRONTOSA**

www.frontosa.co.za

# Dealer Application Form

JHB tel (011)4660038 fax (011)4660033

CT tel (021)5514411 fax (021)5526172

Trading name of business	
Registered name of business	
Previous trading/registered names	
Incorporated form of business	Reg. Number of incorporation
VAT registration number	Date of establishment of business
Registered name of holding companies	
Name of subsidiary and associate companies	
Business activities	
Physical address	
Company turnover p.a. <input type="checkbox"/> <R5000K <input type="checkbox"/> <R10000K <input type="checkbox"/> >R10000K Assets Value <input type="checkbox"/> < R1000K <input type="checkbox"/> < R5000K <input type="checkbox"/> > R5000K	
Postal address	Code
Are invoices to be sent to this postal address? If not then where?	
Registered address	Code
Tel. Area code & no. ( )	Fax. Area code & no ( )
Premises owned or leased	Name of landlord:
Postal address of landlord	
Details of Proprietors ( % shares) Directors Members ( % interest) Partners	
Full name	ID No.
Residential address	
Mobile No ( )	Email Address:
Full name	ID No.
Residential address	
Mobile No ( )	Email Address:
How long has the proprietor(s) owned the business?	
Auditor's/Financial Officer's name	Tel. Area code & no ( )
Mobile No ( )	Email Address:
Banker details: Institution	Branch Date opened
Account type	Account name Account number
Trade Reference 1: Name	Tel. Area code & no ( )
Address	Credit limit R
Trade Reference 2: Name	Tel. Area code & no ( )
Address	Credit limit R
Trade Reference 3: Name	Tel. Area code & no ( )
Address	Credit limit R
Email addresses at which you and your staff (sales & Marketing...) would like to received updated price list & specials!!	
.....	
.....	
List all sureties, cession of debtors, notarial bonds, judgments.	
List liquidations against the business or any of its principals	
Have moratoriums or offers or compromise ever been made to any creditors?	
Can the latest Financial Statements be made available?	What year?
Account contact person	Preferred Method of Payment: <b>Cash / EFT / COD</b>
Email Address	Tel no



"The individual who's signature appears below hereby accepts the terms and conditions of sale contained in this dealer application on behalf of the abovementioned customer (and warrants that he is duly authorised thereto by the said customer) and this is the entire agreement between the parties. The parties acknowledge that there are no oral or collateral agreements, which in any way vary or modify this agreement or suspend the operation here of. No variation, alteration, consensual cancellation or Novation of or addition to this agreement, and no waiver by the Distributor of any of its rights hereunder, and no latitude or indulgence by the distributor, shall be of any force or effect, unless reduced to writing and signed by both the Distributor and the Dealer"

"The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds and that such funds will remain available in order that all cheque payments will be honoured and under no circumstances will any cheque be stopped.

I hereby certify that all information provided is correct."

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name printed of signatory		Company designation of Signatory	
Accepted:	Date:	Amount R	Approved period:

Frontosa Technologies (PTY) LTD (2003/024584/07) Terms & Conditions

1. The Dealer agrees that the entire agreement between the Dealer and Frontosa I.T. (hereinafter called the 'Distributor') will govern all future contractual relationships between the parties
2. The Dealer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding.
3. The Dealer warrants that the signatory on the face hereof has been duly authorized to contract on its behalf.
4. The signatory binds himself/herself in his/her personal capacity as a co-debtor in solidum for the full amount due to the Distributor and agrees that these Standard Conditions will apply mutatis mutandis to him/her.
- 5.1 The Dealer acknowledges that no representations were made by the Distributor in regard to the goods or services or any of its qualities leading up to the contract.
- 5.2 The Dealer agrees that neither the Distributor nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Dealer.
- 6.1 All quotes will remain valid for a period of 14 days from the date of the quote. The validity of any price quoted is subject to any increases in the cost price of the Distributor before dispatch of goods.
- 6.2 The Dealer hereby confirms that the goods and services on the invoice issued duly represent the goods and services ordered by the Dealer at the prices agreed to by the Dealer and where performance/delivery has already taken place that the services and goods were inspected and conform to the quality and quantity ordered. It is the sole responsibility of the Dealer to determine that the goods or services ordered by the Dealer are suitable for the purpose the Dealer intends using them.
- 6.3 Any delivery note (copy or original) signed by the Dealer and held by the Distributor shall be conclusive proof that the delivery was made to the Dealer.
- 6.4 All orders, whether oral or in writing, will be binding and subject to these standard conditions of agreement and may not be cancelled.
- 6.5 The Distributor shall be entitled in its sole discretion to split the delivery of the goods ordered in the quantities and on the dates it decides.
- 6.6 The Distributor shall be entitled to invoice each delivery actually made separately.
- 6.7 The risk of damage to or destruction of goods passes the Dealer on conclusion of the agreement of sale.
- 6.8 In the case of repairs undertaken by the Distributor, repair times given are merely estimates and are not binding on the Distributor.
- 6.9 All goods taken on an approval basis by the Dealer deemed sold if not returned within 14 days of issue. All goods taken on a consignment basis by the Dealer is deemed sold if not returned within 30 days of issue.
- 6.10 If the Distributor agrees to engage a third party to transport the goods, the Distributor is hereby authorized to engage a third party on the Dealer's behalf and on the terms and conditions deemed fit by the Distributor.
- 6.11 The Dealer agrees to indemnify the Distributor against any claims that may arise from such agreement against the Distributor.
- 6.12 Goods may be returned only with the prior consent and at the sole discretion of the Distributor. All returns will be subject to a 20% penalty on the selling price. Any price fluctuations will be charged for at Management's discretion.



- 7.1 In the event of goods being defective, the rights of the Dealer are limited to the factory guarantee of the goods supplied. To be valid, guarantee claims must be supported by the original Tax invoice and the undamaged packaging of the goods. 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 the Distributor. Under no circumstances will the Distributor be liable for damage arising from misuse or abuse of the goods.
- 7.2 Liability under clause is restricted to the cost or repair or replacement of faulty goods or services or granting of a credit at the sole discretion of the Distributor. It is the duty of the Dealer to return any defective goods to the premises of the Distributor at the Dealer's own expense.
- 7.3 Any item delivered to the organization will form the object of a pledge in favour of the Distributor for present and past debts.
8. Under no circumstances will the Distributor be liable for consequential damages.
9. No claim under this contract will arise unless the Dealer has given the Distributor 30 days written notice by prepaid registered post to rectify and defect or breach of contract.
10. The Dealer agrees to pay the amount on the invoice at the offices of the Distributor (a) cash on order; or (b) if the Dealer is an Approved Dealer/Dealer within the agreed credit period after an invoice is issued by the Distributor.
- 11.1 The Dealer has no right to withhold payment for any reason whatsoever.
- 11.2 The Dealer is not entitled to set off any amount due to the Dealer by the Distributor against this debt.
- 11.3 The Dealer hereby agrees that any item handed in for repair may be sold by the Distributor to defray the cost of such repairs if the item remains uncollected within 30 days of the repair being completed.
12. The Dealer agrees that if an amount is not settled in full (a) against order; (b) within the period agreed to according to clause 10 above in the case of Approved Dealers/Dealers; the Distributor is: (i) entitled to immediately institute action against the Dealer at the sole expense of the Dealer; (ii) to cancel the agreement and take possession of any goods delivered to the Dealer and claim damages.
13. The Dealer agrees that the amount due and payable to the Distributor shall be determined and proven by a certificate issued by the Distributor and signed on its behalf by any duly authorized person, which authority need not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Dealer.
14. The Dealer agrees that interest shall be payable on any monies due to the Distributor at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due. In the case of late payment interest shall be calculated from the date of order.
- 15.1 In the event of cancellation, the Dealer 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 will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be conclusive proof of the value.
- 15.2 The Dealer indemnifies the Distributor completely against any damage whatsoever relating to the removal of repossessed goods.
16. All goods supplied by the Distributor remain the property of the Distributor until such goods have been fully paid for. The Dealer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of the Distributor.
- 17.1 The Dealer shall be liable to the Distributor for all legal expenses (including collection fees) on the attorney-and-client scale of an attorney and counsel incurred by the Distributor in the event of (a) any default by the Dealer or (b) any litigation in regard to the validity and enforceability of this agreement. The Dealer will also be liable for any collection or valuation fees incurred.
- 17.2 The Dealer shall pay one thousand five hundred rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Dealer.
18. The Dealer agrees that no indulgence whatsoever by the Distributor will affect the terms of this agreement or any of the rights of the Distributor and such indulgence shall not constitute a waiver by the Distributor in respect of any of his rights herein. Under no circumstances will the Distributor be stopped from exercising any of its rights in terms of this contract.
19. The Distributor shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion.
- 20.1 Any document will be deemed duly presented to the Dealer within (i) 3 days of prepaid registered mail to any of the Dealer's business or postal addresses or to the personal address of any director, member or owner of the Dealer; (ii) within 24 hours of being faxed to any of the Dealer's fax numbers of any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Dealers or any director, member or owner of the Dealer.
- 20.2 The Dealer chooses as its Domicilium Citandi et Executandi the following: the business address or the physical address of any director (in the case of a company), member (in case of close corporations) or of the owner(s) or partner(s).



- 21. The Dealer agrees to the standard rates of the Distributor for any goods or services rendered, which rates may be obtained on request.
- 22. The invalidity of any part of this contract will not affect the validity of any other part.
- 23. Any order is subject to cancellation by the Distributor due to force majeure from any cause beyond the control of the Distributor, 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 disturbances, riot, state of emergence, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 24. This contract becomes final and binding on receipt of the acceptance by the Distributor at its business address in Kyalami.
- 25. I/We, hereby irrevocably cede, assign and transfer, make over unto and in favour of the Seller all the Buyer's right title and interest in and to its claims against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amount which the Buyer may now or at any time in the future owe to the Seller.  
I/We and/or the Buyer irrevocably an din rem suam authorizes the Seller in its absolute discretion to claim from all or any of its debtors the whole or any portion of the indebtedness of any one or more of them, to give a valid receipt of discharge for such indebtedness, to take any action in its name in any Court of competent jurisdiction and to proceed in execution there under against all or any of the said debtors, to cede, transfer, negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the Buyer.  
The security created by the cession shall be a continuing one, notwithstanding any fluctuation in the amount of indebtedness of the Buyer to the Seller.

The Buyer hereby undertakes on demand, to furnish the Seller with such information concerning its debtors as may be reasonably required, to enable the Seller to give.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ month Year \_\_\_\_\_

1. \* \_\_\_\_\_  
(Director)

**Witnesses**

1.1 \_\_\_\_\_

1.2 \_\_\_\_\_

2. \* \_\_\_\_\_  
Who warrants that his is duly authorised hereto (to be signed by **SAME DIRECTOR** of company)

Witnesses (to be signed by someone other than the Director)

2.1 \_\_\_\_\_

2.2 \_\_\_\_\_