

BNETA International (Pty) Ltd

Reseller Account Application

CHECKLIST WHEN SUBMITTING THE APPLICATION FORM

Please ensure that all required documents are returned with your application. This will ensure speedy approval thereof.

- All fields to be completed correctly.
- Each and every page initialled in bottom right hand corner.
- Terms & Conditions initialled in bottom right hand corner, and signed in full on the last page.
- Copy of Company Registration Certificate/CK2 to be attached.
- Copy of signatory's ID to be attached.
- Copy of ID books for all directors to be attached.
- Copy of company letterhead to be attached.
- Bank account confirmation letter to be attached

PLEASE EMAIL SCANNED COPY AND HAND DELIVER OR POST ALL CREDIT APPLICATIONS US.

BNETA International (Pty) Ltd

Reseller Account Application

Registered Company Name: _____

Trading Name: _____

Company Reg. No.: _____

Company Vat No.: _____

Nature of business: _____

Street Address: _____

Province: _____

Postal Address: _____

Telephone No: _____ Cell No.: _____

Web Site Address: _____

Contact Name (Accounts): _____

E-mail address: _____

Contact Name (Buyer): _____

E-mail address: _____

Est. Purchases per month: _____

Outline Financial Information (last 3 years)

Turnover: _____

Name of Bankers: _____

Branch: _____

Account Number: _____

Telephone Number: _____

If account has been operational less than 12 months, please provide details of previous bankers.

Please supply us with at least three trade references:

Company Name	Contact Name	Contact Number	Credit Limit

Please print clearly, the relevant Directors' or Members' details:

Name	Position	ID Number	Email address
Residential Address			
Name	Position	ID Number	Email address
Residential Address			
Name	Position	ID Number	Email address
Residential Address			
Name	Position	ID Number	Email address
Residential Address			

Please supply us with a cancelled letterhead, a copy of the Company Registration Certificate and with a copy of the directors/ members ID Books.

Conditions of Credit

BNETA International (Pty) Ltd. reserves the right to award and summarily to cancel any agreement in respect of which payments have fallen in arrears and, in the event of these rights being exercised, all amounts owing shall immediately become due and payable on demand.

I acknowledge that should payments not conform to the terms agreed, I shall be liable for interest on any overdue amount at the interest rate of 5% above the Prime Overdraft rate quoted by First National Bank Ltd.

I acknowledge that the information provided will be relied upon by you to determine whether or not to open an account for me, and confirm that every item of information given is true and correct.

I hereby certify that I am duly authorised to sign this application for credit facilities and record that I agree to the terms and conditions stated herein, and acknowledge that all business stated will be conducted in terms of the BNETA International (Pty) Ltd.

Standard Terms And Conditions Of Sale, which have been brought to my attention and by which I am hereby bound.

I choose as my domicilium citandi et executandi the address specified under "Street Address" above.

Name: _____ Designation: _____
(Block caps)

Place: _____ Date: _____

Signature: _____

BNETA International (Pty) Ltd

STANDARD TERMS AND CONDITIONS OF SALE

1.INTERPRETATION

- 1.1. In this agreement clause headings are for convenience and shall not be used in its interpretation;
- 1.2. Unless the context clearly indicates the contrary intention, an expression which denotes:
 - 1.2.1. Any gender includes the other genders;
 - 1.2.2. Any natural person includes any artificial person and vice versa;
 - 1.2.3. The singular includes the plural and vice versa;
 - 1.2.4. The following expressions shall bear their meanings assigned to them below and cognate expressions bear the corresponding meanings;
 - 1.2.4.1. customer- shall mean the entity or person whose name appears on the credit application form, or if no such application is annexed hereto, or no name appears thereon, or in any other circumstances, any person or persons at whose request or on whose behalf the supplier undertakes to supply any goods, do any business or provide any advice or service;
 - 1.2.4.2. Signatory- shall mean the individual who signs this agreement and the credit application form on behalf of the customer;
 - 1.2.4.3. Supplier- shall mean BNETA International (Pty) Ltd a duly registered legal entity with registration number 2014/024298/07
 - 1.2.4.4. Goods- shall mean any items or services of whatsoever nature that are supplied by the supplier to the customer in terms of this agreement.
 - 1.2.4.5. For these purposes, a "Data Message" means any information generated, sent received or stored by electronic means and includes, without limitation electronic mail and Records and a "Record" means any information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

2. APPLICATION OF THESE TERMS AND CONDITIONS

- 2.1. The only basis upon which the supplier is prepared to do business with a customer is, notwithstanding anything contained in the customer's enquiry, specification, acceptance, order or other documentation or discussion to the contrary, the terms and conditions contained herein which shall constitute the sole terms of the agreement between the supplier and a customer.
- 2.2. All and any business undertaking, including any advice, information or service provided whether gratuitously or not by the supplier shall be subject to the terms and conditions contained herein and shall be deemed to be incorporated in and to be a term and condition of any agreement between the supplier and a customer.
- 2.3. In the event of this agreement appearing on the reverse of an invoice or any other documentation of the supplier and where there is not relevant dealer application form, the customer shall be deemed to be the person to whom the invoice or other document is addressed, and the signatory shall be deemed to be the person signing the invoice or other documentation. The terms and conditions of this agreement shall apply mutatis mutandis to such person and signatory.

3. NO VARIATIONS OR AMENDMENTS

- 3.1. This agreement constitutes the whole agreement between the customer and the supplier relating to the subject matter hereof.
- 3.2. No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by an authorised representative of the supplier. Any such extension, waiver, relaxation or suspension which is so given or made shall be strictly construed as relating only to the matter in respect whereof it was made or given.
- 3.3. The customer acknowledges that it is not relying and will not rely on any representation, advice, information or technical assistance made or given by or on behalf of the supplier or any of its employees, servants or agents, except that which is contained in this agreement. The customer further acknowledges that no such advice or technical literature shall in any circumstances override the warnings, proportions and directions for use which may accompany the sale of any product, and in the event of any inconsistency, this will be referred to the supplier for clarification before the product is used by the customer.

- 3.4. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement, bill of exchange or other document issued in terms of this agreement, shall operate as an estoppel against the supplier in respect of its rights under this agreement, nor shall it operate so as to preclude the supplier thereafter from exercising its rights strictly in accordance with this agreement.
- 3.5. Any express or implied term, representation, warranty, promise, or the like not recorded herein, shall not be binding on the supplier whether it induced the contract between the supplier and the customer or not.

4. **QUOTATIONS**

- 4.1. A quotation given by the supplier is not an offer by the supplier to sell the goods, but simply constitutes an invitation by the supplier to the customer to do business.
- 4.2. **All Quotations are valid for 7 (seven) days from the date thereof** or until the date of issue of a new price, whichever occurs first. The validity of any price quoted is subject to availability.
- 4.3. A contract shall only come into being between the supplier and the customer once the supplier confirms to the customer that such a contract has been concluded after receipt of the customer's order or acceptance of the quotation.
- 4.4. Any quotation (unless otherwise specified) is based on the cost of insurance, duty, railage, wages, statutory allowances and expenses, and costs of materials ruling at the date of tender. Any variations incurring subsequent to the date of the quotation affecting the delivery cost, shall entitle the supplier to vary the amount of the quotation accordingly.

5. **PLACING OF ORDERS**

- 5.1. A customer furnishing a telephonic order may be required by the supplier to confirm such order in writing, prior to acceptance by the supplier.
- 5.2. In the event of any order being given to the supplier on an order form reflecting the customer's name as the entity from which the order emanates, such order shall be deemed to have emanated from the customer, notwithstanding the fact that such order may have been given or signed by a person not authorized by the customer and such order will be deemed to constitute valid delivery.
- 5.3. It is further sole responsibility of the Customer to determine that goods ordered are suitable for the purposes of the intended use.

6. **PRICE AND PAYMENT**

- 6.1. The supplier accepts orders on the basis that the prices charged will be those ruling at the date of dispatch of the goods, unless otherwise expressly stated. Prices, unless otherwise expressly stated, are exclusive of value added tax, which shall be for the account of the customer.
- 6.2. In addition to the contract price the customer shall be obliged to pay to the supplier any amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment which came into force on a date after the date on which any price charged was determined. All additional costs of whatsoever nature arising due to factors beyond the control of the supplier shall also be for the account of the customer.
- 6.3. The supplier shall be entitled to increase the purchase price in respect of any increases in cost arising as a result of any delay caused by the customer.
- 6.4. The purchase price shall be payable by the customer to the supplier at the supplier's head office or at such other address as the supplier may direct from time to time. Payment shall be in cash, credit card or EFT and in South African currency without deduction or set-off and free of any exchange. If credit terms have been approved and granted by the supplier, payment shall be made to the supplier by the customer within 30 days from the date of the supplier's statement for that month.
- 6.5. The customer shall provide at its cost the necessary labour, equipment or facilities required for off-loading of the goods at its premises, which off-loading charges are not included in the purchase price.
- 6.6. The customer is not entitled to withhold payment for any reason whatsoever or to set off any amount due to the customer by the supplier against any debt owed by the customer to the supplier.
- 6.7. In the event of any payments being mislaid or lost in the post. The customer shall still be liable to the supplier for payment.
- 6.8. Non-payment by the customer as hereinbefore mentioned shall give the supplier the right to cancel all deliveries still to be made under this agreement without notice having to be given to the customer and without prejudice to the supplier's rights to compensation from the customer.

7. **RISK AND DELIVERY**

- 7.1. The risk of any damage to or destruction of any goods shall pass to the customer on conclusion of the agreement of sale.
- 7.2. Any delivery or consignment dates given by the supplier shall merely be regarded as approximate dates and shall not bind the supplier to affect delivery on any such date. The supplier shall not be liable for any loss or damage arising out of any delay in delivery due to causes beyond the supplier's control.

- 7.3. A customer shall accept delivery whenever it is tendered and shall not be entitled to resile from the agreement nor to withhold or defer any payment nor to a reduction in price nor to any other right or remedy against the supplier, its servants, agents or any other persons for whom it is liable in law whether it be for losses, costs, damages, expenses, interest or otherwise occasioned by the delays in effecting delivery or partial delivery or non-delivery, whether occasioned by negligence (including gross negligence), act or omission on the party of the supplier, its servants, agents or any other persons for whom it is liable in law, or not.
 - 7.4. Any carrier other than the suppliers, including Transnet, shall be deemed for all purposes to be the customer's agent, irrespective as to who pays or is to pay for the carriage.
 - 7.5. Delivery to be effected in consignments, will entitle the supplier not to deliver any part of the order until the purchase price due in respect of the part of the order delivered having been paid.
 - 7.6. The customer bears the duty to inspect all goods upon delivery and shall endorse the delivery note as to any missing or damaged goods. No claims for missing or damaged goods shall be valid unless the delivery note has been endorsed as aforesaid and unless, and in addition the customer having notified the supplier in writing within 5 (five) working days of the delivery of the goods of the claim in question, furnishing full details in regard thereto. The customer shall bear the onus of proving that the order was in any way not complied with.
 - 7.7. In the event of the supplier being unable to deliver goods timeously due to any act or omission on the part of the customer, the supplier shall be entitled to charge the customer for any storage of the goods.
 - 7.8. In the event of the customer failing to furnish necessary information to enable delivery by the supplier of the goods or if the customer fails or refuses to supply such information, or if it fails or refuses to take delivery of the goods, the supplier shall, without prejudice, to the provisions of clause 7.6, be deemed to have been delivered to the customer upon notification by the supplier to the customer to that effect.
8. **OWNERSHIP**
- 8.1. Ownership of goods shall not pass to the customer until the contract price (including interest, if any) in respect of the goods in question has been paid or the accession thereof to any of the customer's goods or that the goods may be incorporated into or form part of other goods or change the essential character.
 - 8.2. The customer shall take all such steps as may be necessary to notify interested third parties that ownership of the relevant goods has not passed from the supplier to the customer. In particular the customer shall inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The customer shall produce written proof of such notices to the supplier on demand.
9. **WARRANTIES AND INDEMNITY**
- 9.1. Goods may be guaranteed under the manufacturer's product specific warranties only, and all other guarantees and warranties including common law guarantees and warranties in relation to goods and services are hereby specifically excluded by the supplier.
 - 9.2. All guarantees are immediately null, and void should any equipment be tampered with or should the "seals" on the equipment be broken by anyone other than the supplier or its appointed nominee, or should the goods be operated outside the manufacturer's specifications.
 - 9.3. To be valid, guarantee claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.
 - 9.4. No warranties whether express or implied shall apply, other than those provided in this contract. The supplier specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of the supplier shall be considered to be a warranty by the supplier. any such statements made shall not give rise to any liability or whatsoever nature on the part of the supplier, its employees, subcontractors or subsidiaries. the supplier will not be liable to the customer
 - 9.5. For any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss or profits arising out of the supplier's performance or customers' use of the goods or services rendered.
 - 9.6. The customer indemnifies and holds the supplier (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against the supplier by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/or services rendered by the supplier.
 - 9.7. The customer shall not duplicate copyrighted material. in the event of the customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to the supplier.
10. **RETURN OF GOODS**
- 10.1. Whilst the supplier is under no obligation to accept the return of goods, the customer may apply to the supplier for permission to return goods and if written permission is given -
 - 10.1.1. the customer may return any defective goods to the premises of the supplier or its nominee at the customer's own cost.

- 10.1.2.any item delivered to the supplier will form the object of a pledge in favour of the supplier for present and past debts of the customer to the supplier and the supplier will be entitled to retain such pledge as a value determined as follows:
 - 10.1.2.1. the difference between the selling price and the value of the goods at the time that the debt became due.
 - 10.1.2.2. the value of any repossessed goods or retained pledge goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuator will be prima facie proof of the value.
- 10.1.3.in the event of a cancellation of an order by the customer for goods accepted for return by the supplier, the supplier reserves the right to charge a handling fee of up to 15% (fifteen) on the value of the order cancelled or goods returned.
- 10.1.4.the credit control department must be notified of the relevant invoice, packing slip and batch numbers before any claim will be considered.
- 10.1.5. the supplier will follow the policies on any returned and/or faulty goods as prescribed by the vendor responsible for the brand of goods. Details of prescribed vendor policies are obtainable from the supplier.

11. ALTERNATE GOODS

- 11.1. The supplier, in its sole discretion, may substitute for any goods specified in this agreement such other goods which the supplier may deem suitable substitutes.
- 11.2. The specifications pertaining to the goods may be altered as conditions warrant without notice by the supplier. Should for whatever reason any material or goods specified in this agreement become unavailable, the supplier may substitute same with any suitable alternates to enable it to perform its obligations.

12. SELECTION OF GOODS

- 12.1. The customer shall assume sole responsibility to ensure that the goods selected are suitable for its purposes and in accordance with its specifications.

13. REPAIRS

- 13.1 The supplier's liability in terms of a manufacturer's warranty is restricted to, in the supplier or the manufacturer's discretion, the cost of repair or replacement of faulty goods or services or the granting of credit.
- 13.2 In the case of repairs undertaken by the supplier repair quotes given are merely estimates and are not binding on the supplier.
- 13.3 The customer hereby agrees that any item returned for a repair may be sold by the supplier to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after the repairs have been completed.

14. DOCUMENTATION EXCLUDED

- 14.1. All specifications, descriptive matter, drawings and other documents furnished by the supplier do not form part of the contract and may not be relied upon, unless they are agreed in writing by the supplier to form part of this agreement. All descriptive matter, specifications, drawings and the like given by the supplier which form part of the agreement are approximate only and the supplier cannot be held responsible for loss due to discrepancies therein.

15. INSURANCE

- 15.1. The customer shall, at its own expense and prior to taking delivery of the goods, insure the goods and thereafter keep the goods insured until such time as the goods have been paid for in full. The said insurance policy shall record the interest of both the supplier and the customer. If so, required by the supplier, the customer shall cede to the supplier all its rights in terms of such insurance policy.

16. OVERDUE ACCOUNTS

- 16.1. The customer shall pay interest on all amounts owing by the customer to the supplier which have not been paid on the due date, at the maximum rate permitted by the National Credit Act, 2005 (Act No. 34 of 2005) from the due date until date of payment. Such interest shall be payable on demand.

17. CONSEQUENTIAL LOSS

- 17.1. Under no circumstances whatsoever and howsoever arising (including grossly negligent) acts or omissions by the supplier or its servants, agents or contractors or other persons for whom in law it may be liable, shall the supplier be liable for consequential loss suffered by the customer.

18. COSTS

- 18.1. The customer shall be liable to the supplier for all costs incurred by the supplier in the collection of any amounts or for the enforcement of any of its rights, including collection charges on an attorney and own client scale, whether incurred prior to or during the institution of legal proceedings.

19. CUSTOMER'S BREACH

- 19.1. In the event of the customer breaching any of the terms and conditions hereof or committing any act of insolvency or endeavors to compromise generally with its creditors or does or causes to be done anything which may prejudice the supplier's rights herein or allows any Judgment against it to remain unsatisfied for 7 (seven) business days or is placed into provisional or final liquidation or business rescue or under provisional or final sequestration or if his estate is voluntarily surrendered, the supplier shall have the right, without prejudice to any other right which it may have against the customer, to:
- 19.1.1. treat as immediately due and payable all outstanding amounts otherwise due and payable in the future and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder as well as under any other contract until the customer has remedied the breach;
- 19.1.2. Cancel this agreement and retake possession of any goods delivered.
- 19.2. The customer agrees that the amount due and payable to the supplier shall be determined and proven by a certificate issued by the supplier and signed on its behalf by any person duly authorised by the supplier, which authority may not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the customer.
- 19.3. For so long as the customer is indebted to the supplier in any amount whatsoever in respect of any cause whatsoever or fails to comply with any other obligations to the supplier, the supplier shall not be obliged to comply with its obligations hereunder. Without limiting the generality of the foregoing, where delivery of any particular order is to take place in stages, the supplier shall not be obliged to deliver any part of the order outstanding until the purchase price in respect of the part already delivered has been paid.
- 19.4. The supplier is indemnified by the customer against any and all damage of whatsoever nature, howsoever arising in relation to the removal of goods, and without derogating from the generality of the foregoing, the removal of repossessed goods from the customer wherever such goods may be situate.
- 19.5. The signatory hereof and the Customer hereby undertake and warrant, that they shall advise the Supplier, in writing, within 5 (five) days of a relevant agreement being entered into of any change in the shareholding, members' interest, proprietorship, partnership, change of interest or ownership of, or in the Customer, and that they shall be liable to the Supplier for any damages or losses suffered by it as a result of a failure to do so.

20. MAGISTRATE'S COURT

- 20.1. The customer hereby agrees that the supplier shall not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court.
- 20.2. The supplier shall have the right, at its sole discretion, to institute action in either the Magistrate's Court or the High Court.

21. DOMICILIUM CITANDI ET EXECUTANDI

- 21.1. The supplier and the customer choose their domicilium citandi et executandi ("domicilium"), for the purposes of the giving or receiving of any notice, the payment of any sum, the serving of any process arising out of this agreement at the physical address or "main place of business as recorded in the application form completed by the customer.
- 21.2. Both the supplier and customer are entitled from time to time, in writing, to vary their domicilium to any other address which is not a post office box or poste restante, and which is within the borders of the Republic of South Africa. Variations must be communicated to the other party within 21 days.
- 21.3. Any notice given to the addressee at its physical address will be sent by pre-paid registered post, or delivered by hand or sent by email.
- 21.3.1. A notice will be presumed, unless the contrary is proved, to have been given:
- 21.3.2. if posted by pre-paid registered post, 5 (FIVE) days after the date of posting thereof;
- 21.3.3. if hand-delivered during business hours on a business day, on the date of delivery;
- 21.3.4. if sent by email, on the first business day following the date of sending of such email.

22. NO CESSION

- 22.1. The customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this agreement to any third party.

23. AUTHORITY

- 23.1. The signatory warrants that he is duly authorised to represent and bind the customer to this agreement, and that he has read and understood each term and condition of this agreement and accepts them as binding on him and the customer. The customer hereby warrants that it regards the terms and conditions of this agreement as binding upon it.
- 23.2. The signatory and the customer hereby warrant that the signatory to any tax invoice, delivery note or other documentation of the supplier made out in the name of or to the customer, is duly authorised to bind the customer in respect of the relevant transaction.

24. PERFORMANCE LEVELS

24.1. Any performance figures given by the supplier are given without attracting any liability of whatsoever nature for damages arising out of the failure to attain such figures unless it has specifically guaranteed performance figures subject to the recognized industry tolerances applicable to such figures. The customer shall afford the supplier any reasonable time to afford the supplier the opportunity of rectifying the performance of such product. The supplier shall, at its sole discretion and in accordance with the Consumer Protection Act, 2008 (Act No. 68 of 2008) be entitled to replace such products of defective parts thereof.

25. APPLICABLE LAW

25.1. The validity, construction and interpretation of this agreement and the rights and duties of the customer and supplier shall be governed by the laws of the Republic of South Africa. In the event of any discrepancy between the Afrikaans and English versions of these conditions, the English version shall prevail.

26. ADMISSIBILITY OF DATA MESSAGES

26.1. **Principle.** The parties agree that they may conclude binding agreements by means of Data Messages. The parties hereby agree that: -

26.1.1. A requirement in these Terms that a notice, Order or document be in writing shall be satisfied if the document or information is –

26.1.1.1. in the form of a Data Message, and

26.1.1.2. accessible in a manner usable for subsequent reference (including without limitation, a hard copy printout of the information concerned).

26.1.2. Data or Data Messages shall not be denied legal effect, validity or enforceability solely on the grounds that same are wholly and partly in electronic form;

26.1.3. Data shall not be denied legal effect, validity or enforceability solely on the grounds that it is not contained in the Data Message purporting to give rise to such legal effect, but is merely referred to in such Data Message;

26.1.4. No data shall be deemed to be incorporated into a Data Message unless such data is:

26.1.4.1. referred to in a way in which a reasonable person would have noticed the reference and incorporation of such data;

26.1.4.2. and such data is made accessible to the other party in a form in which it may be read, stored and retrieved by the other party on request.

The Undersigned, for and on behalf of The Customer, hereby warrants that:

It has been signed out of my own free will and with the full knowledge and understanding of the contents hereof and that I am duly authorised in doing so.

Signed at _____ on this _____ day of _____ 20__

Full Name: _____

ID Number: _____

Designation: _____

Signature: _____