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Unit 2B, 18 Underwood Rd, Pinetown

APPLICATION FOR CREDIT (INCORPORATING DEED OF SURETYSHIP)

APPLICATION FOR:

DEALER ACCOUNT	RETAIL ACCOUNT
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1. Full Registered Name of Business: _____ Date: _____
2. Business Registration Number: _____ 3. Vat Number: _____
4. Trade Name(s) of Business: _____ 5. Date Business established: _____
6. Nature of Business: _____ 7. Type of Business: Sole Proprietor (Pty) Ltd CC
 Partnership Ltd Other

If other, please specify: _____

8. Postal address: _____ 9. Physical address: _____

10. Telephone Number: (____) _____ 11. Facsimile Number: (____) _____ 12. Email: _____

13. Full Name(s), ID Number(s) & Telephone Number(s) of Directors/Members/Partners

Full Names:	ID Number(s)	Telephone Number(s)	14. Invoices & Statements to be addressed to:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 14.1. Contact person: _____ Email address: _____

15. Amount of Credit required: _____

16. Bankers: _____ 17. Branch & Branch code: _____

18. Account Number: _____ 19. Account Type: _____

20. Trade Reference (please supply 3):

Name	Telephone Number	Contact person
_____	_____	_____
_____	_____	_____
_____	_____	_____



TERMS AND CONDITIONS OF TRADING

- 1 In these conditions of sale, "the Supplier" means Buena Vista Trading 82 Pty (Ltd) T/A Spec Systems, "the Customer" means the Buyer of goods and/or services from the Supplier, "the Parties" means the Supplier and Customer collectively and "the Agreement" refers to the terms and conditions of this contract.
- 1.1 The Customer hereby gives consent for a credit check.
- 1.2 Outstanding accounts are subject to default listing on a national credit bureau database.
- 1.3 On payment of the outstanding debt the default listing will be adjusted to read "PAID DEFAULT" until legislation demands complete removal.
- 1.4 The Supplier reserves the right to provide a national credit bureau with updated company and/or personal information, subject to clause 1.7.
- 1.5 The Customer also consents that the Supplier may use a national credit bureau database for tracing should the Customer abscond.
- 1.6 The Customer hereby agrees that, should they default on payment, the Supplier may make this information available to the industry and affiliated businesses, subject to clause 1.7.
- 1.7 In the case of late payments, written notice to that effect will be given to the customer, advising of same and granting 12 working days to rectify, prior to any actions being taken as described above.
- 2 All quotations received and all orders made by the Customer for the supply by the Supplier of goods and/or services are on the basis of these Terms and Conditions only. All other standard and specific conditions imposed directly or indirectly by the Customer, including any terms and conditions appearing in the Customer's buying order or other documents which are in conflict with these Terms and Conditions, shall not be binding on the Supplier.
- 2.1 Quotations supplied by the Supplier to the Customer shall remain valid for 14 calendar days from date of quotation.
- 2.2 Prices quoted are exclusive of value-added tax, which will be added at the rate prevailing on the date of the invoice.
- 2.3 Prices quoted in any order are ex-works, and shall be subject to increase at the instance of the Supplier, to such an extent as it may consider reasonable having regard to any increase to freight and railage charges or other costs of delivery, or the introduction of, or an increase in, any value-added tax, sales or customs duty, or other duty or levy, or any fluctuation in currencies or foreign exchange rates, or any increase in manufacturing prices, or any other factor.
- 3 All orders for goods and/or services need to be presented by the Customer to the Supplier in writing and, upon receipt of said order by the Supplier, may not be cancelled or withdrawn without the Supplier's prior written consent.
- 3.1 Where the Customer is responsible for collecting goods ordered or handed to the Supplier for repairs, collection is to be made within 30 calendar days after receiving notice that the goods are ready, after which payment is immediately due regardless of if or when possession of the goods may be taken by the Customer. In the case of repairs done on goods, the Supplier may sell such goods to defray costs of the repair if collection is not made within 30 calendar days.
- 3.2 The Customer undertakes to make payment for all purchases within or on THIRTY (30) calendar days net of the date of the statement.
- 3.3 (Customers who are not approved credit worthy must settle the invoice before or on delivery/collection of the goods or service.)
- 3.4 Payment shall be made without deduction or set off and free of bank charges or other charges or commission and payment may not be withheld pending the settlement of any claim, complaint or dispute.
- 3.5 Any bank costs or charges that may be incurred by the Supplier arising out of returned or stopped cheques that have been returned or stopped as a result of actions on the part of the Customer, shall be recoverable from the Customer by the Supplier.
- 3.6 No discounts or allowances other than that which may be shown on the Supplier's invoice may be deducted. Any settlement discounts granted at the Supplier's discretion to the Customer will be forfeited if the Customer omits to make payment in full to the Supplier by due date.
- 4 In the event that the Customer fails to pay on due date any instalment or other amount falling due or payable to the Supplier in terms of this agreement, such overdue amount will carry interest charges at the then Prime rate plus 2 (two) percent, calculated from the date of invoice and becoming immediately due and payable by the Customer, subject to clause 4.1.4.
- 4.1 If the Customer defaults in punctual payment of any instalment or any other amount due in terms of this Agreement, or fails to observe or perform any of the terms, conditions and obligations of this Agreement, then the Supplier may elect, without prejudice to any other rights, subject to clause 4.1.4, to:
 - 4.1.1 withdraw all credit facilities, suspend all further deliveries of goods or processing of orders and claim immediate settlement of any amounts payable in terms of this Agreement, whether or not such amounts are then due; and/or
 - 4.1.2 Immediately terminate this Agreement, take possession of the goods and claim compensation for all loss and damage suffered by the Supplier.
 - 4.1.3 The Customer shall be liable for all legal costs as between attorney and client, as well as collection commission and tracing costs should it become necessary for legal action to be taken for the recovery of any amounts owing arising out of purchases made, services rendered and/or interest levied on overdue amounts, unless otherwise awarded by a competent court of law, subject to clause 4.1.4.
 - 4.1.4 In the event of failure to pay by due date, any recourse granted to the Supplier as described in clauses 4.1.1 – 4.1.3 above shall take place only after 7 calendar days from notification to the customer that the account is in arrears, thereby providing time for the customer to rectify the situation.
- 5 Whenever it is necessary to determine the value of goods for any purpose under this Agreement, such value is to be determined by the valuation of an independent appraiser nominated by the Supplier (whose valuation will be conclusive and binding on the Customer and the Supplier).
- 6 The Supplier reserves the right at any time to call for satisfactory guarantees or other security for the due and prompt payment of all monies due and which may become due to the Supplier. If such guarantees or securities are not supplied within 14 calendar days after the Supplier's written request, the Supplier shall be entitled to cancel, defer or refrain from executing any one or more outstanding orders wholly or in part.
- 7 The Supplier's accounts department must be notified within 7 calendar days after date of invoice (which shall be delivered together with the goods) of any dispute relating to the price of goods or services. Should claims not be made within this time frame, invoices shall be deemed to be correct and will be due for payment 30 calendar days from date of statement.
- 8 The Customer will have no claim against the Supplier for (a) indirect or special damages and/or (b) loss of income or profit in the event of late delivery of the goods, or non-delivery of any of them.

- 9 The Supplier shall be entitled to effect delivery of any order(s) piecemeal, in such reasonable quantities as the Supplier may determine, unless otherwise stated on the Customer order, subject to the Force Majeure clause 29.
- 10 The Supplier's failure or inability to make delivery or part delivery timeously shall not entitle the Customer to reject any tender of delivery nor cancel the order or any balance thereof remaining, unless no costs to attain or manufacture the goods for the order have yet been incurred by the Supplier, or an agreement in writing is reached between the parties.
- 11 Notwithstanding anything else herein provided or implied, the ownership of the goods sold, both before and after delivery, shall remain with the Supplier, pending payment in full in terms of this Agreement (whether on the due date or during default).
- 12 The Customer acknowledges that it is aware that the sale of goods is "as is" in all respects and it is furthermore the Customer's responsibility to ensure that the goods delivered/collected are correct as ordered and suitable for their purported use. The Supplier shall take reasonable care to ensure the correctness and quality of supply, but limit their responsibility to the replacement, repair or credit of faulty or incorrect supply, at their discretion. No consequential loss or damage claim for the use of incorrect or faulty supply will be considered, nor will the Customer be entitled to cancel its order if, after having received the goods, it subsequently transpired that the goods are unacceptable to the Customer for any reason
- 13 All risk of loss, damage, destruction or otherwise in and to the goods passes to the Customer on acceptance of the goods by the Customer.
- 14 The relevant invoice or any receipt signed by the Customer or Customer's agent and held by the Supplier shall be proof that delivery was made to the Customer.
- 15 Any goods delivered to the Customer may only be returned within 14 (fourteen) calendar days of delivery, provided that the parcel is accompanied by the Supplier's written consent of such return on the terms stipulated in such consent. Unless agreed to by the Supplier, a handling fee of 15% of the invoice value of goods being returned will be deducted from the credit issued, bar goods that are being returned due to a fault of the Supplier (including goods returned for warranty purposes).
- 15.1 Any goods being returned for credit must be in good condition, unused and undamaged in any way and in their original packaging. All accessories originally furnished with the goods in question must be included in the return. The cost of any missing accessories will be deducted from any credit.
- 16 Items back-ordered will be delivered on arrival of stock unless previously cancelled in writing and supplied at the price ruling at date of invoice.
- 17 The Customer indemnifies and holds the Supplier harmless from any and all loss, injury, damage, fines, taxes and other fiscal charges, penalties and claims whatsoever and howsoever arising from, or connected with, the goods, or from the use or possession thereof, whether or not such claims are caused by any act or omission of the Customer or any one else.
- 18 Any goods loaned and delivered to the Customer, not returned within 60 (sixty) calendar days of delivery, will be charged for at the current selling price. Any loan goods being returned must be in good working condition, undamaged in any way and in their original packaging. All accessories originally furnished with the goods in question must be included with the return. The cost of any missing accessories/package and/or costs to repair/replace damaged goods will be charged to the Customer.
- 19 The Supplier shall not be liable to the Customer or to any other person for any loss or damages whatever suffered as a result of:
- 19.1 the goods or any part thereof being defective in any way;
- 19.2 the failure of the goods or services supplied by the Supplier to conform wholly or partly with any warranty representation or guarantee given by the OEM or with any specification or instruction given by the Customer to the Supplier; however, the Supplier shall act as facilitator and enforce the warranty provisions supplied by the OEM on the goods;
- 19.3 any delay or failure in delivering the goods or any part thereof if not within the control of the supplier, in accordance with clause 29.
- 20 The Customer indemnifies the Supplier against any claim which may be made against it by any other person in respect of any matter for which liability of the Supplier is excluded in terms of the foregoing.
- 21 The Parties may cancel any Contract with each other (or any uncompleted part of such Contract) if:
- 21.1 either Party permits a breach of any of these Terms and Conditions; or
- 21.2 either Party is at any time wound up, whether provisionally or finally, or is placed under judicial management;
- 21.3 either Party has a judgement recorded against it which remains unsatisfied for a period of seven days; or
- 21.4 the Customer compromises or attempts to compromise generally with any of its creditors.
- 21.5 The Supplier's rights in terms of clauses 21.1-21.4 above shall not be exhaustive and shall be in addition to its common law rights.
- 22 Upon cancellation of this Agreement, or the withdrawal of credit facilities, or for any reason whatsoever then, without detracting from any other remedies which may be available to the Supplier:
- 22.1 All amounts owing by the Customer to the Supplier shall become due and payable forthwith;
- 22.2 the Supplier may retake possession of any goods delivered to the Customer in respect of which ownership has not passed.
- 22.3 All equipment paid for by the Customer and not yet received will be delivered or credited to the Customer, as per the agreement between the Supplier and the Customer.
- 22.4 No relaxation or indulgence granted by the Supplier to the Customer will be deemed to be a waiver of any of the Supplier's rights in terms and conditions of this Agreement.
- 23 This Agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.
- 24 The parties agree that no other terms or conditions, whether oral or written and whether expressed or implied, will apply.
- 25 No waiver of any of the terms and conditions of this Agreement will be binding for any purpose, unless expressed in writing and signed by the party giving the same and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor any single or partial exercise thereof, nor the exercise of any other right, power or privilege.
- 26 "Warranty" the Company's products are warranted against defects in workmanship and materials provided, that the product remains unmodified and is operated under the normal and prescribed conditions. This warranty is limited to repair or replacement at the Company's discretion, after being returned to the Company at the Customers expense. These provisions do not prolong the original warranty term on the product that has been repaired or replaced by the Company. This warranty applies to the original owner and does not extend to any product, which has been subject to misuse neglect, accidental damage, unauthorized repair and acts of GOD or Tampering. Preventative maintenance activities are not covered by warranty. All goods supplied will remain the property of the

Company until paid for in full by the Customer.

- 26.1 Any printer that is brought in for repairs whilst under warrantee, (Card printers – 2 years / Label printers - 1 year and printheads - 6 months) will be subject to the following conditions.
- 26.2 The replacement of warranty parts at no cost is subject to approval from the manufacturer to eliminate user damage/abuse. As a result, faulty parts will be sent to the manufacturer for credit or replacement. To minimize inconvenience the customer has the option of having a replacement part fitted to the printer, before warranty approval has been received. The replacement part will then be invoiced for the customers account. Should the part be found to have failed, within warranty conditions, the invoice will be credited immediately. Should the finding however point towards user abuse, the invoice will not be credited and will become payable in full within the normal account terms.
- 26.3 Should the customer opt not to have a replacement part fitted before approval or refusal from The OEM manufacturer, Spec will store the printer and simply fit the approved part or revert back to the customer for instruction on refusal from The OEM manufacturer.
- 26.4 Unfortunately loan units are only available to customers who have entered into a Service Level Agreement with Spec.
- 26.5 The RMA procedure can take up to 3 weeks to complete, due to the logistics involved in getting parts to The OEM manufacturer for inspection. Spec Systems however endeavors to expedite the procedure as much as possible.
- 26.6 It has happened in the past that complete units (printers) have been replaced under warranty by The OEM manufacturer. When a complete printer is sent in for RMA the same rule will apply. A replacement printer can be invoiced to the customer at the current price point in line with the original invoice, and will be credited once a favorable ruling is given by The OEM manufacturer, and the replacement printer is received by Spec. Of course, should the RMA be declined the replacement printer will become payable by the customer.
- 27 The Supplier shall be entitled to amend and change these Terms and Conditions from time to time on written notice to the Customer, provided the changes are reduced to writing and signed by both Parties.
- 28 For the purpose of any legalisation which may arise from this agreement, the parties consent to the jurisdiction of the Magistrate’s Court, notwithstanding the fact that such action may otherwise be beyond the jurisdiction of such court and this clause will be regarded as constituting the necessary written consent granting jurisdiction to the Magistrate’s Court in terms of Section 45 of the Magistrate’s Court Act 1944, as amended.
- 29 Force Majeure:
- 29.1 Neither Party shall have any claim against the other Party (“the Affected Party”) for any delay or failure of the Affected Party to carry out any of its obligations under this Agreement arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of suppliers or contractors or any other cause whatsoever beyond the control of the Affected Party (“force majeure”).
- 29.2 The performance of the obligations of the Affected Party shall, subject to clause 29.3, be suspended for the duration of the force majeure, which shall be deemed to commence only upon the date of written notice by the Affected Party to the other Party. Upon cessation of the force majeure, this Agreement shall again become fully operative and the Affected Party shall immediately resume its performance.
- 29.3 If the suspension of performance continues for more than 60 (sixty) consecutive calendar days, then either Party may summarily terminate this Agreement and/or cancel the applicable order by written notice to the other Party, prior to the cessation of the force majeure.
- 30. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the Republic of South Africa, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and they shall remain in full force and effect.

THE CUSTOMER, BY SIGNATURE OF ITS AUTHORISED REPRESENTATIVE HEREUNDER, HEREBY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF TRADING WITH BUENA VISTA TRADING 82 PTY (LTD) T/A SPEC SYSTEMS AS CONTAINED HEREIN.

The Customer chooses as domicilium citandi et executandi as referred to as above, namely

(Address)

SIGNED AT _____ THIS _____ DAY OF _____ 20_____

SIGNATURE OF APPLICANT/AUTHORISED REPRESENTATIVE PRINT NAME DESIGNATION

WITNESS 1 PRINT NAME / WITNESS 2 PRINT NAME

If signatory is not a Director/Member/Owner

The above signatory has declared that he/she is an authorised representative of the Customer and that by their signature hereon the Customer is lawfully bound by the terms and conditions as laid out herein.

COMMISSIONER OF OATHS /_____/20_____
Date



DEED OF SURETYSHIP:

1. I/We, the undersigned _____ hereby declare that I/We have full and legal capacity and I/we bind myself/ourselves as Surety in solidium and as Co-Principal Debtor(s), jointly and severally to and in favour of Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems for the due and proper fulfilment of all the obligations of the Debtor(s), its successors-in-title or assigns.
2. I/We hereby indemnify Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems against any loss or damages sustained for any reason whatsoever, arising out of the Agreement entered into or to be entered into by the debtor and Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems, on the date hereof or thereafter, whether or not it is inchoate or valid or enforceable in law. My/Our liability shall not be affected nor vitiated by any time or indulgence granted to me/us and should the arrangement be cancelled whether by agreement or otherwise, I/we shall continue to be liable for all obligations in terms of or arising out of or incidental to such cancellation.
3. The consent to jurisdiction contained in the Terms shall apply to my/our person(s) in respect of any proceedings which may be instituted against me/us in terms hereof
4. Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems may recover all costs of recovery as contemplated in the Agreement from me/us.
5. I/We shall pay all legal costs which may be incurred against me/us on the scale as between an attorney and his own client
6. No act of indulgence, relaxation of grace granted by Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems to the Debtor(s) (including any act of accepting payment after the due date or in accepting a lesser sum than the amount due) shall prejudice or affect Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems right in terms hereof. If any action by Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems results in a novation of any debt or liability between Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems and the Debtor(s), then I/we undertake and agree to be similarly bound as Surety/ies and Co-Principal Debtor(s) in favour of Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems for such novated debt or liability.
7. Any person or persons that sign(s) surety in terms of this Agreement for a Debtor that is a proprietorship, partnership, a company or a close corporation that converted or is converting from a proprietorship, partnership, or company to a close corporation or from a proprietorship, partnership, or a close corporation to a company at any time hereafter, as the case may be, remain bound by this suretyship
8. Any reference to Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems shall include any cessionary of Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems rights
9. This suretyship shall be governed by and construed in accordance with the laws of the Republic of South Africa
10. I/We hereby acknowledge that this suretyship was completed in full and that I/we had sight of the Terms to which it refers prior to signature of this Suretyship
11. I/We renounce the benefits of excussion, division, de duobus vel pluribus reis debendi and cession of action and declare that I/we fully understand the meaning and effect thereof.
12. This suretyship is a continuing suretyship and shall remain of full force and effect, notwithstanding any fluctuation in, or temporary extinction of the Debtor's indebtedness to Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems
13. This suretyship may only be withdrawn, revoked or cancelled by the surety/ies with the prior written consent of Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems. Any consensual cancellation or withdrawal of this suretyship by the surety/ies and Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems shall only be valid and effective if reduced to writing and signed by Buena Vista Trading 82 Pty(Ltd) T/A Spec Systems.
14. The Terms shall apply mutatis mutandis to this Suretyship
15. I/We nominate as my/our domicilium citandi et executandi, the physical address reflected in the document to which this Suretyship is attached for all purposes in terms of the Agreement and this Suretyship, whether in respect of court process, notices or other documents or communications of whatever nature

By signature hereto, each Surety confirms that he/she has read and understood the contents of this Deed of Suretyship and the Terms to which this Suretyship is attached.

SIGNED AT _____ THIS _____ DAY OF _____ 2 _____

FULL NAMES OF SURETY	ID NUMBER	SIGNATURE
FULL NAMES OF SURETY	ID NUMBER	SIGNATURE
FULL NAMES OF SURETY	ID NUMBER	SIGNATURE

