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## Cash Purchase Facilities Application Form

A cash purchase facility with AC/DC Dynamics will give you the opportunity to buy from the widest range of electronic products in South Africa. Please complete the form fully and fax or email it to us so that processing can commence. However, we do require the original signed copy before any credit facilities can be opened. We can collect this if within our delivery area. To arrange this, or if you require further information, contact our Branch or Sales Manager.

**1. Business Name:**

Account Name (Trading name) ..... (Pty) Ltd / CC  
Registered Name: (if different from above) .....  
Registration Number: ..... VAT No:.....  
Date Company Began: ..... Number of employees   
Your website: www.....

**2. Business Activity:**

Description of your Business, relative to the products you intend to purchase from AC/DC Dynamics. **Select the one which best describes your business.** If more than one, double tick the dominant one in blocks A-L

A	<b>End user</b>	<p><b>Using the Products for own use, home, office, factory, mine.</b> Number of electricians: <input style="width: 50px;" type="text"/></p> <p>Is there any reason why you could not purchase our product from a Distributor or Franchise, if closer to you? .....</p>
B	<b>Electrical Contractor</b>	<p><b>Installing our products in to your clients building, machine or plant.</b> Number of installation teams: <input style="width: 50px;" type="text"/></p> <p>Is there any reason why you could not purchase our product from a Distributor or Franchise, if closer to you? .....</p>
C	<b>Reseller</b>	<p><b>Carrying stock of our type of product and selling our product to your client without beneficiating it or installing it.</b></p>

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	<b>Electrical Wholesaler</b>	<p><b>A company with a trade counter who carries stock of conduit, wire and industrial electrical equipment.</b></p> <p>Number of internal sales staff: <input style="width: 50px;" type="text"/></p> <p>Existing Product agencies or distributorships: .....</p> <p>.....</p>
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E	<b>Lighting Retailer or Specialist company</b>	<b>Wholesaler or retailer specializing in lighting.</b>
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F	<b>Swimming Pool Industry</b>	<ul style="list-style-type: none"> <li>• Manufacturer <input style="width: 50px;" type="text"/></li> <li>• Installation contractor: Number of installation crews <input style="width: 50px;" type="text"/></li> <li>• Retailer: Number of outlets <input style="width: 50px;" type="text"/></li> </ul>
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G	<b>Irrigation Industry</b>	<ul style="list-style-type: none"> <li>• Pump Manufacturer <input style="width: 50px;" type="text"/></li> <li>• Installation contractor: Number of installation crews <input style="width: 50px;" type="text"/></li> <li>• Retailer: Number of outlets <input style="width: 50px;" type="text"/></li> </ul>
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H	<b>Hardware Store</b>	Number of Stores: <input style="width: 50px;" type="text"/>
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I	<b>Retail Store</b>	<p>Excluding lighting and Hardware specialists above.</p> <p>Number of outlets: <input style="width: 50px;" type="text"/></p>
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J	<b>Building Industry</b>	Developers
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K	<b>OEM</b>	<p>Original Equipment Manufacturer incorporating our products within your product which you sell and or install.</p> <p>Number of panel wiremen/ electricians: <input style="width: 50px;" type="text"/></p> <p>Description of products being manufactured.....</p> <p>.....</p>
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L	<b>Panel Builder</b>	<p>An OEM specialising in the design and supply of control panels, distribution boards or MCC's</p> <p>Number of panel wiremen: <input style="width: 50px;" type="text"/></p>
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M	<b>Security Provider</b>	<p>Installing our products in to your clients building, machine or plant.</p> <p>Number of installation teams: <input style="width: 50px;" type="text"/></p> <p>Is there any reason why you could not purchase our product from a Distributor or Franchise, if closer to you? .....</p>
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# Cash Purchase Facilities Application form

## 3. Payment Details:

Method of payment: *Please tick the relevant box*

Electronic Fund transfer  Credit Card (Visa, Amex & Mastercard)  Cash  Cheque (*note that we do not collect cheques*)

### 3.1 Invoice Postal address:

..... Tel: .....

..... Fax: .....

..... Email address:.....

Post Code .....

Country (if outside RSA) .....

### 3.2 Creditors Clerk:

Name: .....

Direct Tel: .....

Direct Mobile: .....

Direct Fax: .....

Direct email: .....

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## 4. Delivery and Purchase Details:

### 4.1 Buyer:

Name: .....

Direct Tel: .....

Direct Fax: .....

Position: .....

Direct email: .....

### 4.2 Delivery address:

.....

.....

.....

Post Code .....

### 4.3 Buying Preferences: *Please tick relevant box*

Web on-line  Email  Fax  Telephone  Visit

Do you permit verbal orders to be placed on your account?  Yes  No

Do permit partial shipments, with back orders to follow when available?  Yes  No

# Cash Purchase Facilities Application form

**4.4 Preferred method of delivery:** *please tick relevant box*

Collect by your staff  Delivery by our delivery team. Gauteng, Durban-Pinetown & Cape Town  Your Courier/ Shipper   
(additional details required below)

**4.5 Courier name:**..... **Courier Address:** .....

Contact: .....  
Tel: .....  
Fax: ..... Service required (e.g. economy or express).....  
Email: ..... Account number: .....

**5. Management:**

**Owners / Director/ Members of Business:**

5.1 Name: ..... 5.2 Name: .....  
ID Number: ..... ID Number: .....  
Residential address: ..... Residential address: .....  
.....  
5.3 Name: .....  
ID Number: .....  
Residential address: .....  
.....

**7. The Legal Stuff:**

I, the undersigned (*Full names in block letters*).....

In my capacity as.....for the applicant, hereby

1. Warrant that the above information is true and correct.
2. Accept and will adhere to the terms of strictly 30 (thirty) days from date of statement.
3. Certify that I am authorised by the client to sign this document, the empowering resolution already having passed and filed in the company's minute books.
4. Agree that all the purchases will be made in terms of AC/DC Dynamic Terms & Conditions of Sale as set out in this document.
5. Authorise AC/DC Dynamics to contact the above Trade references and to share information on demand.

Dated at: .....this .....day of ..... 201.....

As witness

..... 1. ....

For Applicant (*he being duly authorised hereto*) 2. ....

# Cash Purchase Facilities Application form

## CONDITIONS OF SALE & TENDER

Unless expressed to the contrary in writing, the following set of conditions of Sales & Tender shall be deemed to be incorporated and form part of all contracts concluded between AC/DC Dynamics ('AC/DC') and any other party involved in purchasing goods and services ('the Buyer'). The written contract, together with these Conditions, embodies the entire understanding between the parties. No additional promises, conditions or terms may be added except in the form of a written alteration to the contract to be signed by both parties. Should one or more of these Conditions be invalid, the remaining Conditions as applicable shall remain in force unless otherwise agreed in writing. The contract shall, in all respects, be in conformity with law of AC/DC's country of registration.

1. **VALIDITY.** All quotations shall be valid for acceptance during the period stated in the tender. If no period is stated, the following shall apply: written, faxed or telexed quotations shall have a validity period of 30 days from the date of the quotation; telephonic or verbal quotations shall have a validity of 24 hours. Quotations may be withdrawn prior to acceptance. In the event of the order being placed after the expiry of the quotations' validity date, the order shall be subject to AC/DC's written confirmation. The tender is given as a whole and is indivisible unless otherwise agreed by AC/DC.
2. **ACCEPTANCE.** The acceptance of any tender must be accompanied by sufficient information in writing to enable AC/DC to proceed with the execution of the order immediately, failing which, AC/DC shall be entitled to amend the quoted prices to cover any costs incurred as a result of such delays and extend the delivery date(s). Any goods supplied for sample purposes on a 'Sale or Return' basis, must be returned to AC/DC, carriage paid, within one month from date of receipt, or paid for.
3. **PACKING.** Unless otherwise specified, AC/DC's prices include packing in accordance with its standard practice.
4. **LIMITS OF CONTRACT.** The quoted price includes only such goods, accessories and work as are specified therein.
5. **DRAWINGS, TECHNICAL & COMMERCIAL LITERATURE.** All descriptive and shipping specifications, drawings and particulars of masses and dimensions submitted with AC/DC's quotation are approximate only, and the descriptions prices, illustrations, dimensions, standards, performance data and information contained in AC/DC's catalogues, price lists and other advertising material are intended merely to present the general picture of the goods and shall not form part of the contract unless specifically stated. After acceptance of AC/DC's quotation, a set of certified drawings can be made available. All designs, and the copyright in all drawings, technical specifications, information and memoranda furnished by AC/DC shall remain its property.
6. **PERFORMANCE.** Any performance figures published by AC/DC are based upon its experience and are such as it expects to obtain on test in its works. AC/DC accepts no liability for damages for failure to attain such figures unless it has specifically guaranteed the performance figures, subject to the recognised applicable tolerances. The Buyer assumes responsibility that the goods stipulated by it are sufficient and suitable for its purpose. The Buyer shall be responsible for all discrepancies, errors, omissions or ambiguities in drawings and other particulars supplied by it. In the event of AC/DC being prevented from fulfilling its obligations due to any cause beyond its control, AC/DC shall be entitled to terminate any part of the contract affected, or, if necessary, the whole contract, at its sole discretion. In either event, AC/DC shall not be liable for any damages whatsoever sustained by the buyer as a result. In such an event, AC/DC shall be entitled to payment in respect for goods and services already supplied and goods already manufactured or ordered.
7. **DELIVERY.** This shall be made at the place specified in the quotation and excludes off-loading and positioning unless otherwise stated. AC/DC shall have the right to effect partial deliveries unless otherwise specified. Each delivery, or partial delivery, will be deemed to be sold under a separate contract. Failure by AC/DC to be able to make any delivery, or part delivery, shall not entitle the Buyer to cancel the outstanding balance of the order unless the Buyer has given AC/DC reasonable opportunity to remedy. Should the Buyer fail to take delivery within a reasonable time, AC/DC shall be entitled to claim costs from the Buyer and cancel the remaining value of the contract.
8. **OWNERSHIP.** Risk in the goods shall pass on delivery, but ownership remains vested in AC/DC until the invoice has been paid in full. In respect of goods purchased for resale, the Buyer shall sell that stock which has been in its possession longest and its accounting shall reflect this position and be on the FIFO basis, and it shall be deemed accordingly for the purpose of the contract.
9. **LIABILITY FOR DELAY.** All dates quoted for delivery by AC/DC are based upon information available at the time of preparing the quotation and are dependant upon AC/DC receiving all the necessary information and drawings to enable it to commence work immediately upon the placing of the order and to proceed without interruption or modification. All delivery dates are estimates and AC/DC shall not be liable for late delivery unless specifically agreed in writing. In all cases, whether a time for delivery has been agreed or not, the time for delivery shall be extended by a reasonable period if the delay in delivery is caused by instructions, or lack thereof, from the Buyer or by industrial dispute or by reason of Force Majeure, or by any cause whatsoever beyond AC/DC's reasonable control. A contract shall not be cancelled on the grounds of AC/DC's delay unless AC/DC shall have first received reasonable notice of the Buyer's intention to insist on adherence to the contractual delivery dates, thus affording AC/DC a reasonable opportunity to remedy the situation.
10. **VARIATIONS & SUSPENSIONS.** Prices quoted may be fixed, subject to foreign exchange, Contract Price Adjustment (CPA) or other conditions as stipulated in the quotation. Unless otherwise stated, the amount of all duties, taxes and other charges applicable to the manufacture and/or sale of the goods shall be borne by the Buyer. Where a CPA formula is applicable, a certificate issued by AC/DC's Auditors, acting as experts and not as arbitrators, as to the variations in AC/DC's costs shall be binding upon the Buyer. In the event of variation of work on the Buyer's instructions, or lack thereof, AC/DC shall be entitled to increase the contract price by a sum of money sufficient to cover the extra expenses incurred by AC/DC as a direct or indirect consequence of such variation(s). In the event of suspension of work, or delay of delivery date(s) by the instruction of the Buyer, or its agent, or failure by the Buyer, or its agent, to provide AC/DC timely with free issue materials, full details, instructions, drawings or other documents or information required, and that this suspension or delay would cause an invoice to be raised in a financial month later than proposed in the quotation. AC/DC reserves the right to either invoice progress payments to cover the costs of materials and labour incurred to date, or increase the contract price to cover costs involved including the cost of finance required.
11. **TERMS OF PAYMENT.** Unless otherwise stated in the quotation or otherwise agreed in writing, all payments will be in the currency of AC/DC's country of registration and the terms of payment shall be as follows
  - 11.1 **CASH SALES** may be paid by cash, approved credit card or cheque, which must be endorsed by the drawer, made payable to 'Cash' or 'Bearer', and uncrossed. AC/DC reserves the right to impose a limit over which the cheque must be bank guaranteed, in which case it would be crossed and made out to 'AC/DC Dynamics CC'. No post dated cheques can be accepted. Bank transfers (including electronic payments) are accepted, but the goods may only be released once the transfer is received into AC/DC's local bank account.
  - 11.2 **ACCOUNT SALES**, with the exception of sales covered by 11.3, to Buyers with approved account facilities, are payable in full on or before the end of the month following that month during which AC/DC's invoice was raised. In order to qualify for any settlement discount offered, payment must be received by AC/DC by due date. Bank transfers (including electronic payments) are accepted. All payments must be accompanied by a remittance advice giving sufficient information to enable the AC/DC accounts department to correctly allocate the monies received against the invoices outstanding. In the absence of proper information and when only part payment is received will be allocated to the oldest amount(s) due.
  - 11.3 Notwithstanding all other terms of payment, AC/DC shall be entitled to call for payment in advance, or for security for the outstanding balance of the order value, if, at any time, it has reasonable grounds for doubting the Buyer's ability to pay. Counter claims may not be set off against payments nor any payments be withheld on account of any counter claim by the Buyer unless such counter claims are accepted by AC/DC in writing. The obligation of AC/DC under the contract may only be enforced in the event of the Buyer having made all payments timeously and not having breached any of the other terms or conditions of the contract.
12. **ARREARS.** Should the Buyer's account remain unpaid after the end of the month following that month during which the invoice was raised, AC/DC reserves the right to withhold further supplies until the arrears are paid and that AC/DC is satisfied of the Buyer's continued credit worthiness. While supplies are being withheld, goods may not be supplied as 'cash sales' as the monies received by AC/DC will be deemed to be in part payment of the oldest debt(s). Interest may be charged by AC/DC on all overdue amounts at a rate of 3% above the prime lending rate charged by AC/DC's bankers. A certificate from any AC/DC Dynamics manager or accountant shall be Prima Facie proof of the amount owing and the prevailing interest rate. Without waiving any other rights contained in the contract, both parties are entitled to enter into a separate written agreement regarding account payments.
13. **GUARANTEE**
  - 13.1 **AGENCY PRODUCTS.** AC/DC passes onto the Buyer all conditions and benefits of the Principal's guarantee. In all cases, the Principal will, at its expense and through AC/DC, make good any defects in material and workmanship of its products under proper use and within its guarantee, being twelve months from the date of delivery from AC/DC to the Buyer. Liability is limited to the repair or replacement of the product, at the discretion of the Principal, and this liability specifically excludes injury or consequential damage to other equipment or production losses or penalty claims no matter how caused. Such repair or replacement shall take place at the premises of either the principal, or AC/DC, as required by the Principal. The Buyer alone is responsible for any costs of removal and re-installation, packaging, insurance and transport of the goods to and from AC/DC's premises. ('Agency' covers all formal agreements where AC/DC represents the Principal as an Agent/Dealer/Distributor/Stockist, or where AC/DC has included the product in its own catalogue).
  - 13.2 **NON-AGENCY PRODUCTS**, excluding 13.3, are not covered by any guarantee unless specifically agreed in writing by AC/DC.
  - 13.3 **MANUFACTURED PRODUCTS** (manufactured by AC/DC) are covered by a guarantee equivalent to 13.1 where AC/DC becomes the Principal, for the product as a whole item. In respect of goods designed by the Buyer, or its agent, AC/DC's guarantee covers workmanship but shall be limited to the individual component guarantees (if any) and not the product as a whole item.
  - 13.4 The Buyer shall not be entitled to cancel the contract by virtue of any defects occurring in the goods.
14. **CONSEQUENTIAL DAMAGES.** All goods are supplied and all work is done on the condition that AC/DC shall in no way be liable to the Buyer or any other party, for loss of contracts or profits or any loss or damage, whether direct or indirect, general, specific or consequential, howsoever caused or incurred, including such loss or damage attributable to its negligence or the negligence of its servants, employees or agents, or to any acts, omissions or defaults, or failure to carry out or fulfill its obligations, or to defective and/or poor materials, workmanship or design.

# Cash Purchase Facilities Application form

15. **SHORTAGES IN DELIVERY & DAMAGE IN TRANSIT.** No claim for shortages or receipt of damaged goods will be entertained unless made within seven days of delivery, or in the event of non-delivery, within fourteen days of invoicing. When the quoted price includes delivery, AC/DC will replace or repair, free of charge, goods damaged in transit to the point of delivery.

## 16. RETURNS.

16.1 Equipment correctly supplied by AC/DC to the Buyer in accordance with the Buyer's instructions may not be returned for a refund.

16.2 Returns for repair or warrantee claims are accepted at the goods receiving counter and, at all times, a Repair Note must be received by the Buyer or its agent or representative. Warrantee claims must be accompanied by a copy of AC/DC's original invoice or delivery document.

16.3 Before any goods can be returned for credit, written authorisation must be obtained from AC/DC's Branch or Sales Manager. Goods must be sent to AC/DC by the Buyer under cover of a suitable returns note, duly authorised, together with a copy of AC/DC's original invoice or delivery note specifying the full reason for return and details of any replacement equipment ordered.

16.4 Any authorisation for return given is subject to final acceptance after thorough inspection and testing of the returned goods. Equipment considered for return must be unused and in a resalable condition and acceptable in terms of the following categories.

Returnable equipment includes those purchased within 30 days: locally stocked standard products, full drums or reels of locally stocked cable and wire; electronic components, provided that they have never been fitted.

Non-Returnable equipment includes those purchased over 30 days: cut lengths of cable, wire or rope, equipment specially imported or manufactured for the Buyer, locally purchased standard equipment, subject to the original suppliers conditions, other equipment as specified by AC/DC in the quotation as non-returnable.

16.5 AC/DC shall have the right to charge a handling fee on all correctly supplied goods which it agrees to accept for return. This fee would normally be waived when goods of equal or greater value have been purchased in replacement of those goods being returned. The following fees are expressed as a percentage of the net invoiced amount.

Standard stock items - 15% up to 30 days, 25% over 30 days. Over 90 days, goods not returnable.

Test Instruments - up to 50%

Locally sourced specially purchased standard equipment - subject to the original suppliers' conditions.

17. **CANCELLATION.** AC/DC shall have the right to terminate the contract if: the Buyer is liquidated or commits an act of insolvency or allows a judgment against it to remain unsatisfied for more than seven days, and/or; the Buyer breaches any of the terms or conditions of the contract. Termination of the contract would be without prejudice to AC/DC's rights and claims for such damages as it has sustained as a result of the breach of contract. Failure of AC/DC to react to a breach of the contract by the Buyer may not be construed as a waiver by AC/DC of any of its rights in terms of the contract. Upon cancellation of the contract of any reason, all amounts owing by the Buyer of AC/DC in terms of the contract shall immediately become due and payable.

18. **JURISDICTION OF THE MAGISTRATES COURT.** Both parties agree that either party shall be entitled to institute legal proceedings against the other which might arise out of, or in connection with the contract in any Magistrates' Court in AC/DC's country of registration have jurisdiction on the matter, notwithstanding that the claim or value of the matter in dispute might exceed the jurisdiction of the Magistrates Court. All costs incurred by AC/DC in enforcing its rights under the contract against the Buyer shall be borne by the Buyer including costs on the Attorney and Client scale.

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