

The **Component & Accessory** People

APPLICATION TO CYBERDYNE SYSTEMS SA (PROPRIETARY) LIMITED.

REG. NO. 1998/000175/07 ("the Creditor") FOR CREDIT

Kindly complete this form and email it to: dealerapplications@cyberdyne.co.za

All information submitted will be treated as confidential by the Creditor.

Full name of Applicant:

Trade name of Applicant:
(if different to the name above)

Physical/Shipping Address:

Telephone No: **Mobile No:**

Facsimile No: **Email Address:**

Website:

Business Format (please mark the appropriate option):

- Private Individual Sole Proprietor Partnership Trust
 Close Corporation (CC) Private Company (Pty Ltd.) Public Company (Limited)

Company Registration number (if applicable):

VAT Registration number (if applicable):

When did the Applicant commence business:

Day: Month: Year:

Nature of the Applicant's **distribution model** (please mark the appropriate option):

- Wholesaler Retailer with single outlet Retailer with multiple outlets
 E-Tailer System Integrator/Installer Agent

Bankers and bank account:

Name of bank:

Account name:

Account number:

Branch name:

Branch code:

Account type:

Details of Auditor:

Name:

Telephone no:

Mobile no:

Facsimile no:

Email address:

Physical address:

Does the Applicant **consent to the Creditor contacting its auditor** and obtaining information regarding the Applicant's financial affairs: Yes No

Please state if the Applicant or any Directors/Members/ Partners **have been declared insolvent** or have effected a scheme of compromise with any Creditor: Yes No

If **'Yes'**, kindly provide details of Trustees/Liquidator:

What **credit terms** does the Applicant require in respect of:

Amount: R

Payment prior to delivery 7 days from Tax Invoice 30 days from Statement

Details of **person responsible** for paying this account:

Full Name & Surname:

Designation:

Telephone Number:

Mobile Number:

Email Address:

Trade reference (furnish not less than two, with contact details and only furnish information for companies prepared to provide references):

Name of supplier #1:

Account Number:

Terms:

Credit Limit:

Credit facilities were granted on: Day: Month: Year:

Average monthly purchases:

Contact Person:

Telephone Number:

Email Address:

Name of supplier #2:

Account Number:

Terms:

Credit Limit:

Credit facilities were granted on: Day: Month: Year:

Average monthly purchases:

Contact Person:

Telephone Number:

Email Address:

The full names, identity numbers and residential addresses of **all directors/members/trustees:**

Full Name #1:	<input type="text"/>
Identity Number:	<input type="text"/>
Residential Address:	<input type="text"/>
Mobile Number:	<input type="text"/>
Email Address:	<input type="text"/>
Full Name #2:	<input type="text"/>
Identity Number:	<input type="text"/>
Residential Address:	<input type="text"/>
Mobile Number:	<input type="text"/>
Email Address:	<input type="text"/>

Name & Surname of person completing this application:

Sign: _____ **Date:** _____

For and on behalf of Applicant, the signatory hereby warranting that the information contained herein is true and correct.

Terms and Conditions overleaf

TERMS AND CONDITIONS

1. The Customer agrees that this contract represents the entire agreement between the Customer and CyberDyne Systems S.A. (Proprietary) Limited (hereinafter called "CyberDyne") and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of CyberDyne.
2. The Customer hereby acknowledges that it has read and understood each term of this agreement and accepts them as binding.
3. The Customer warrants that the signatory to this document has been duly authorised to contract on its behalf.
4. In the event that payment to CyberDyne has been made in the form of a direct bank deposit or transfer (EFT), goods will only be released for collection/delivery purposes once CyberDyne's Bankers have confirmed that the funds are available as cash and cleared. This clause shall not apply where credit terms have been granted.
5. The granting of credit will be determined by management; CyberDyne reserves the right at its sole discretion to terminate Customer credit facilities for any reason whatsoever at any time without prior notice to the Customer.
6. The Customer agrees that interest shall be payable on any monies due to CyberDyne at 2% (two percent) above the prime rate of interest charged by CyberDyne's Bankers from time to time should the customer's credit facility not be settled in full by the payment due date. Interest will be calculated from the original transaction date to the date of payment receipt and will be capitalised on a monthly basis.
7. Our maximum terms of credit are thirty (30) days from statement. It is the customer's sole responsibility to ensure that payment reflects in CyberDyne's banking account on or before the payment due date. Should the payment due date fall on a non-business day (Weekend / Public holiday) the customer agrees to make payment one (1) business day earlier to ensure receipt of the funds by the payment due date.
8. Any rebates or settlement discounts negotiated between CyberDyne and the customer will be rendered null and void in the event of late payment receipt or payment has been received in any other form other than Electronic Funds Transfer (EFT).
9. Should an account facility become overdue, any new orders the customer has placed will only be shipped once the outstanding amount has been settled in full.
10. Should the customer not report any account discrepancies to CyberDyne within seven (7) calendar days of statement receipt, then all entries appearing on the statement of account will be deemed correct.
11. Statement of accounts will only be issued by CyberDyne in Electronic format.
12. Ownership of all goods supplied remains vested in CyberDyne until payment in full.
13. The Customer has no right to withhold payment for any reason whatsoever.
14. CyberDyne will not be liable for any loss of profit or any damage, direct or indirect, consequential or otherwise sustained by the Customer and whether or not caused by the negligence of CyberDyne.
15. The price of all goods supplied by CyberDyne are Ex-works CyberDyne premises. CyberDyne reserves the right to enforce any packaging, handling or shipping costs depending on the customers physical location and/or the value of the customer's order. Unless otherwise agreed in writing, prices shall be as published by CyberDyne on its price guide or in any other format from time to time.

16. The return of goods for credit shall be in accordance with the Consumer Protection Act, No. 68 of 2008 (“the Act”).

17. All product supplied by CyberDyne will be warranted to be free from defects in materials and/or workmanship for a period of eighteen (18) months from original Tax Invoice date. To be valid, guarantee claims must be submitted via CyberDyne's Web Help Desk in the form of a Support Ticket request.

18. Products are not guaranteed against failure as a result of misuse, abuse, power surges, acts of God such as lightning, physical damage, including but not limited to dents, scratches, missing components, bent or broken connecting pins and burn marks. CyberDyne reserves the right to thoroughly examine any product returned prior to rendering warranty service.

19. Liability under clause 17 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of CyberDyne. In the event of a Credit being issued, this will be based on the original price paid, or the current selling price, whichever is the lessor of the two.

20. In the event of CyberDyne replacing an entire product under warranty, it is agreed that such replacement product will be invoiced at no-charge, but will only be shipped with the customers next order.

21. Payment of the full purchase price of the goods shall be effected prior to delivery, unless credit terms have been granted in writing by CyberDyne, in which payment shall be effected within such relevant period allowed.

22. All Quotations will only be valid if in writing and will remain valid for a period of seven (7) calendar days from the date of the quotation. It is the sole onus of the customer to check any quotations issued by CyberDyne and verify that the correct product quantities and pricing has been quoted for. Sales Orders processed by CyberDyne will be based on the final quotation accepted by the customer and provided the final order supplied by CyberDyne is identical to the quotation accepted by the customer CyberDyne will under no circumstances be liable for any errors.

23. The Customer agrees to the standard rates of CyberDyne for any goods or services rendered, which rates appear on the CyberDyne price guide. Rates are subject to change without prior notice in the event that increases occur in the cost to CyberDyne of the goods or of material, custom or import duties, value added or similar taxes or other levies of any type, ocean, air, road or rail transportation rates, labour costs, any variation in rates of exchange, insurance, or any other increase in the cost of the goods, material commodities or services beyond CyberDyne's control, the selling prices shall be increased accordingly. A written statement by a director of CyberDyne shall be conclusive proof of any such increase and shall be final and binding upon the Customer.

24. It is agreed that any discrepancies pertaining to shipments received from CyberDyne will be reported in writing, and within seven (7) calendar days from date of shipment receipt. Thereafter no discrepancies will be entertained.

25. The risk of damage or destruction or theft of goods passes to the Customer on delivery of the goods.

26. For the purpose of all or any proceedings herein, the Customer consents to the jurisdiction of the Magistrates Court having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such Court. Notwithstanding the foregoing, CyberDyne shall have the right, at its sole option and discretion to:

(a) institute proceedings in any other competent Court which might otherwise have jurisdiction; alternatively
(b) at its sole and absolute discretion, submit the matter to arbitration by giving the Customer ten (10) days written notice of its election to do so, in which event the matter shall be determined before an Arbitrator appointed by the Chairman of the Johannesburg Bar Council whose decision shall be final and binding upon the parties.

27. Should the Customer fail to make payment to CyberDyne on due date or fail to honour any of its obligations in terms hereof on due date, or should a judgment be granted against the Customer or should the Customer's estate be liquidated/sequestered/placed under judicial management, provisionally or finally, or should the Customer propose an offer of compromise or offer of composition to its creditors, or if in the case of the Customer being a close

corporation or company, should its member/s or shareholders wind-up the Customer, whether provisionally or finally, CyberDyne shall be entitled, without prejudice to its other rights in terms thereof or at law to:

- (a) terminate this contract without notice whereupon CyberDyne shall not be obliged to deliver any further goods to the Customer and the Customer shall be obliged forthwith, without notice, to make payment to CyberDyne for all goods already delivered to the Customer pursuant hereto or, in the discretion of CyberDyne to return such goods which are not paid for to CyberDyne; or
- (b) obtain payment from the Customer of the full amount owing by the Customer to CyberDyne in terms hereof and from whatsoever other causes arising notwithstanding that the due date for payment thereof would not otherwise have arrived, in which event CyberDyne shall be entitled to withhold delivery of the goods subject to payment of all such amounts having been made and
- (c) in either of such events mentioned in (a) and (b) CyberDyne shall incur no liability to the Customer for damages and the Customer shall be liable to CyberDyne for such damages as CyberDyne may have suffered by reason of the Customer's breach and/or the exercise of CyberDyne's rights aforesaid.

28. In the event of CyberDyne instructing its Attorneys to recover money or goods from the Customer, the Customer agrees to be liable for and shall pay to CyberDyne and/or its Attorneys, all legal charges on the attorney and client scale, including tracing agents charges and collection commission which may be incurred.

29. The Customer hereby chooses as its domicilium citandi et executandi their physical address reflected on this dealer application. All notices and processes arising out of or in connection with this agreement may be served on the Customer at such address. The Customer shall be obliged to notify CyberDyne in writing of any change of such address within seven (7) days of such change of address, whereafter such new address shall become the Customer's domicillum citandi et executandi.

THE APPLICANT HEREBY AGREES TO THE ABOVE TERMS AND CONDITIONS

Sign: _____ **Date:** _____

For and on behalf of Applicant, the signatory hereby warranting that he/she is duly authorised hereto.

Name & Surname of person completing this application:

Signature of Witness 1: _____ Signature of Witness 2: _____

Date: _____