

Dealer Account Application Form

REGISTERED BUSINESS INFORMATION

| | | | | | | | | | | |
|------------------------------------|-------------------|--|--------------|--|---------------------------|---|-------------|--|---------------------------|--|
| Reg. Name of Business: | | | | | Business Registration No: | | | | | |
| Trade Name/s (If Applicable): | | | | | VAT Registration No: | | | | | |
| Nature of Business: | | | | | | | | | | |
| Type of Business: | Sole Proprietor | | (Pty) Ltd | | CC | | Partnership | | LTD | |
| Documents Attached: (If Available) | Latest Financials | | Utility Bill | | Director mandate and ID | | Reg Docs | | Tax Clearance Certificate | |
| Credit Required? | No | | Yes | | If YES: | R | | | Credit Amount Required | |

When applying for Credit, please take note:

- a) Your application will be subject to credit vetting and approval through Accountability Group (Pty) Ltd, and once approved, you will be notified by AI Secure SA (Pty) Ltd in writing.
- b) The payment terms offered by AI Secure SA (Pty) Ltd on all approved customer credit accounts is strictly 30 days from date of Invoice.
- c) Standard Bank clients must please submit a Bank Code Report as well. Please see Application Note ii on Page 3 for more information.

| | | | | | | | | | | |
|---|--|--|--|--|----------------|--|--|--|--|--|
| Physical Address: | | | | | | | | | | |
| <i>(domicilium citandi et executandi)</i> | | | | | | | | | | |
| Postal Address: | | | | | | | | | | |
| Telephone No: | | | | | Email Address: | | | | | |
| Fax No: | | | | | Cellphone No: | | | | | |

CONTACT PERSON - ACCOUNTS

| | | | | | | | | | | |
|---------------|--|--|--|--|----------------|--|--|--|--|--|
| Full Name: | | | | | Occupation: | | | | | |
| Telephone No: | | | | | Email Address: | | | | | |
| Fax No: | | | | | Cellphone No: | | | | | |

ORDER DELIVERY DETAIL

| | | | | | | | | | | |
|-------------------|--|--|--|--|---------------------|--|--|--|--|--|
| Delivery Address: | | | | | | | | | | |
| Courier Name: | | | | | Courier Account No: | | | | | |
| Telephone No: | | | | | Email Address: | | | | | |
| Fax No: | | | | | Cellphone No: | | | | | |

DIRECTORS / MEMBERS / PARTNERS / PROPRIETORS

| | | | | | | | | | | |
|---------------|--|--|--|--|----------------|--|--|--|--|--|
| Full Name: | | | | | Capacity: | | | | | |
| Telephone No: | | | | | Email Address: | | | | | |
| Fax No: | | | | | Cellphone No: | | | | | |
| Full Name: | | | | | Capacity: | | | | | |
| Telephone No: | | | | | Email Address: | | | | | |
| Fax No: | | | | | Cellphone No: | | | | | |
| Full Name: | | | | | Capacity: | | | | | |
| Telephone No: | | | | | Email Address: | | | | | |
| Fax No: | | | | | Cellphone No: | | | | | |

Initial here: _____ (Applicant/s)

BUSINESS BANK DETAILS

| | | | |
|------------------|---------|--------------|---------|
| Bank name: | | Branch: | |
| Account No: | | Branch Code: | |
| Type of Account: | Current | Cheque | Savings |

TRADE REFERENCES

| | | | |
|------------------------|--|-----------------|--|
| Supplier Name: | | Contact Person: | |
| Telephone No: | | Email Address: | |
| Account Payment Terms: | | Credit Limit: | |
| Supplier Name: | | Contact Person: | |
| Telephone No: | | Email Address: | |
| Account Payment Terms: | | Credit Limit: | |
| Supplier Name: | | Contact Person: | |
| Telephone No: | | Email Address: | |
| Account Payment Terms: | | Credit Limit: | |
| Supplier Name: | | Contact Person: | |
| Telephone No: | | Email Address: | |
| Account Payment Terms: | | Credit Limit: | |

SURETY

I/We, the SURETY/IES, do hereby bind myself/ourselves jointly and severally as SURETY/IES and co-principal debtor/s *in solidum* for all amounts which are now or might in the future become payable by the Dealer to AI Secure SA (Pty) Ltd or its cessionary in the event of a cession in terms of this agreement arising out of or incidental to this agreement and the schedule/s hereto, both current and future.

I/We renounce the benefits of excussion, division and cession of action, the nature and extent of which I/we acknowledge myself/ourselves to be aware. No extension of time or indulgence that may be granted to the Dealer at any time, nor any release of any other security or Suretyship shall in any way affect my/our liability hereunder.

I/We consent to the jurisdiction of the Magistrate Court in respect of any action which AI Secure SA (Pty) Ltd may institute against me/us, provided AI Secure SA (Pty) Ltd shall be entitled to institute action in any other competent court.

I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and client scale.

I/We choose as my/our *domicilium citandi et executandi* for all purposes arising out of this Suretyship, the address/es set out in the Registered Business Information section of this document.

I/We indemnify and hold AI Secure SA (Pty) Ltd and its cessionary in the event of a cession harmless against any claim arising out of or incidental to this agreement, to its breach or termination or any reason whatsoever.

I/We warrant and represent that I/we received and will continue to receive adequate value for granting of this Suretyship.

I/We hereby agree that where it is contemplated that more than one person will sign as surety, I or any of us who may have signed as surety/ies shall be bound *in solidum*, irrespective of whatever or not the other or others referred to will have executed this document or become bound in terms thereof.

I/We agree that no termination, consensual cancellation, limitation or variation of my/our obligations in terms of this Suretyship shall be of any force or effect unless it is agreed in writing and signed by AI Secure SA (Pty) Ltd or its cessionary, in the event of a cession in terms of this agreement.

SURETY SIGNATURE **FULL NAME & ID NUMBER** **DATE**

WITNESS SIGNATURE **FULL NAME & ID NUMBER** **DATE**

SURETY SIGNATURE **FULL NAME & ID NUMBER** **DATE**

WITNESS SIGNATURE **FULL NAME & ID NUMBER** **DATE**

Initial here: _____ (Applicant/s)

AGREEMENT

I/We certify that the above information is true and correct and that I/We have noted that any payment terms afforded by AI Secure SA (Pty) Ltd will be strictly adhered to. I/We agree to abide by the terms and conditions of AI Secure SA (Pty) Ltd [refer pages 4 & 5 attached].

The signatory/ies hereto bind/s himself/herself/themselves jointly and severally as surety and co-principal debtor/s *in solidum* with the Dealer and in favour of the creditor, for the due performance by the Dealer for all of its obligations and for the due payment of all monies due to by the Dealer to AI Secure SA (Pty) Ltd.

The signatory/ies hereto authorise AI Secure SA (Pty) Ltd to conduct credit checks on the company or directors as may be deemed necessary for the opening of an account.

| | | |
|-----------------------------|----------------------------------|-------------|
| | | |
| AUTHORISED SIGNATURE | FULL NAME & ID NUMBER | DATE |

| | | |
|-----------------------------|----------------------------------|-------------|
| | | |
| AUTHORISED SIGNATURE | FULL NAME & ID NUMBER | DATE |

| | | |
|------------------------------|----------------------------------|-------------|
| | | |
| WITNESS 1 - SIGNATURE | FULL NAME & ID NUMBER | DATE |

| | | |
|------------------------------|----------------------------------|-------------|
| | | |
| WITNESS 2 - SIGNATURE | FULL NAME & ID NUMBER | DATE |

IMPORTANT NOTES:

- i. Each page of this application form must be completed and signed by the applicant(s) before submission to AI Secure SA (Pty) Ltd for consideration.
- ii. As part of our credit approval process we require the bank code for the credit amount applied for on Page 1 (if applicable). As from November 2019, we are unfortunately unable to obtain these codes through our normal verification process for Standard Bank Account Holders as Standard Bank is no longer making them available to third parties. Standard Bank Clients applying for credit must therefore please contact their Standard Bank Business Banker or Call Centre to obtain this Bank Code Report, and send it to us in order to finalise their Dealer Accounts with AI Secure SA (Pty) Ltd.

Initial here: _____ (Applicant/s)

TERMS & CONDITIONS

1. The following conditions apply to all contracts entered into by AI Secure SA (Pty) Ltd for the supply of goods and/or services, whether or not arising from AI Secure SA (Pty) Ltd verbal or written quotation or offer.
2. In these conditions the following words shall have the meanings assigned to them:
 - 2.1. "Contract" includes any quotation, tender, agreement or buyers order, irrespective of whether any of the foregoing are written or oral.
 - 2.2. "Delivery" shall mean –
 - 2.2.1. In the case of delivery ex AI Secure SA (Pty) Ltd stores, against signature by the buyer of a copy of AI Secure SA (Pty) Ltd's delivery note.
 - 2.2.2. In the case of delivery F.O.B. against the issue of either a Consignment Note stamped by the South African Transport Services, accompanied by a packing list of a detailed delivery note;
 - 2.2.3. A parcel post receipt or other proof of postal dispatched stamped by the South African Postal Authorities and accompanied by a packing list or a detailed delivery note;
 - 2.2.4. An airway bill stamped by air carrier, accompanied by a packing list or a detailed delivery note.
 - 2.2.5. In the case of delivery F.O.B any South African port, against the issue of an original Bill of Landing accompanied by a packing list or a delivery note;
 - 2.2.6. In the case of delivery C.I.F. buyers port or entry ex any South African port against the issue of an original Bill of Landing endorsed "Freight paid and accompanied by proof of insurance cover to port of destination.
 - 2.3. "Buyer" includes, but is not limited to the buyer, the buyer's sub-contractor, carrier, representative, employee or agent.
 - 2.4. "This Agreement" shall mean the general conditions of sales as contained in this document.
3. Any terms or conditions which may be contained in a buyers order shall not be applicable to any contract resulting from such order insofar as such terms or conditions conflict herewith.
4. Any contract is conditional upon AI Secure SA (Pty) Ltd obtaining any required import permits, authority and/or currency facilities from the relevant authorities AI Secure SA (Pty) Ltd being satisfied with the financial ability of the buyer.
5. Dates given by AI Secure SA (Pty) Ltd for delivery are approximate times of delivery and shall not be of the essence of any contract. Each Dealer requesting partial delivery is to be considered as a separate contract for purpose of payment. Failure by AI Secure SA (Pty) Ltd to make any delivery by the tendered date shall not entitle the buyer to refuse to accept delivery by AI Secure SA (Pty) Ltd thereafter.
6. All prices referred to in this contract are in South African Rand and are based on the rates of exchange rising at the date of this contract. Should AI Secure SA (Pty) Ltd import any goods or components of whatsoever nature to enable it to comply with this contract, and should the South African rand depreciate against the foreign currency in which payment is to be made by AI Secure SA (Pty) Ltd between the date of this contract and the date on which payment is made by AI Secure SA (Pty) Ltd to its suppliers, the buyer shall be obliged to pay to AI Secure SA (Pty) Ltd any loss incurred by AI Secure SA (Pty) Ltd by reason of such depreciation.
7. All prices and charges quoted relate only to the goods detailed in this contract.
8. Unless otherwise approved by AI Secure SA (Pty) Ltd in writing, payment is to be effected on/before order(s) is(are) released by AI Secure SA (Pty) Ltd for the buyer. All charges shall be paid to AI Secure SA (Pty) Ltd in full without any deduction of retention whatsoever and notwithstanding any counterclaim or complaint/s, which the buyer may have or claim to have. Interest at 2% above the prime overdraft bank rate will be levied on all overdue amounts.
9. AI Secure SA (Pty) Ltd reserves the right to suspend deliveries or to terminate any contract at its option in case of war, force majeure, rights, act of God, fire, civil commotion, accident, inability to obtain supplies from its usual suppliers and/or any other unforeseen circumstances of any kind affecting AI Secure SA (Pty) Ltd ability to deliver. In any such events AI Secure SA (Pty) Ltd shall be relieved from all liabilities in connection with the contract and AI Secure SA (Pty) Ltd shall be entitled to obtain payment in respect of deliveries already performed at the time of such suspension or cancellation.
10. Notwithstanding anything to the contrary herein contained should the buyer fail to effect payment of any moneys due owing and payable in terms of this contract, the full amount then owing shall immediately become due and AI Secure SA (Pty) Ltd shall be entitled in its sole and absolute discretion to demand payment as to cash on delivery for any further deliveries in terms of this or any other contract concluded between it and the buyer.
11. If within 7 (seven) days after arrival of the goods at the buyers premises, no claims are received by AI Secure SA (Pty) Ltd regarding the qty of the goods so delivered, the quantities shall be deemed to be correct.
12. Should the buyer refuse or be unable to accept any complete or partial delivery when rendered AI Secure SA (Pty) Ltd shall be entitled to claim of the payment of the full contract forthwith. If execution of AI Secure SA (Pty) Ltd performance is delayed or cancelled by fault of the buyer, then the buyer will be liable for any resulting expenses, losses, and damage.
13. Notwithstanding anything to the contrary herein contained AI Secure SA (Pty) Ltd shall not under any circumstances be liable for any damages or loss whether direct or indirect or consequential or otherwise, from whatsoever cause arising which shall include but not be limited to any claim or damages arising out of this agreement or any contract or any delict or any negligent act or omission by/or on behalf of AI Secure SA (Pty) Ltd or any of its agents or employees.
14. Subject to the provisions of Clause 13 above AI Secure SA (Pty) Ltd's warranty will be limited to the supply or replacement goods or parts thereof and labour free of charge or to the refund of the cost of the defective goods or parts at AI Secure SA (Pty) Ltd discretion of any goods or parts found to be faulty during the warranty period being 24 months from date of dispatch due to faulty design, material or workmanship.
15. AI Secure SA (Pty) Ltd can accept no liability for damage to goods caused by inadequate storage, tampering by parties unauthorised by AI Secure SA (Pty) Ltd, negligence of the buyer or the use in applications for which they are AI Secure SA (Pty) Ltd

Initial here: _____ (Applicant/s)

reserves the right to make any reasonable changes to the design and form of any goods ordered, provided however that the rated performance, quality and specification of such goods remain unaffected.

16. Notwithstanding any other provisions of the contract whereby goods have been made available by the seller to the purchaser -
- 16.1 The ownership of all goods sold, delivered or in any other way made available to the purchaser by AI Secure SA (Pty) Ltd shall remain vested in AI Secure SA (Pty) Ltd until the purchaser has made full payment of the purchase price for such goods although risk in the goods will pass on delivery to the purchaser unless otherwise recorded in writing.
- 16.2 AI Secure SA (Pty) Ltd shall have the right at any time to give notice of continued ownership of the goods to every possessor and every landlord of premises in or on which goods are stored or may be placed whether for sale, repair, assembly or otherwise.
- 16.3 Without prejudice to any of its rights in terms of law AI Secure SA (Pty) Ltd reserve the right to repossess goods in the event of the purchaser failing to make any payments on due date or at all.
- 17 The buyer hereby indemnifies AI Secure SA (Pty) Ltd against all and any claims for damages, penalties, costs (including all attorney and client costs) and any other charges whatsoever arising from any infringement or alleged infringement by AI Secure SA (Pty) Ltd or any patent, copyright or design, arising as a result of AI Secure SA (Pty) Ltd carrying out any work in accordance with any drawings, designs, photographs or specifications supplied by the buyer.
- 18 VAT has not been included in the price contracted for and in the event of any VAT being payable in terms of this agreement the buyer shall be liable to pay to AI Secure SA (Pty) Ltd the amount of such VAT.
- 19 This agreement shall be governed and constituted in accordance with the laws in force in the Republic of South Africa.
- 20 The risk in goods shall pass to the buyer on delivery in any of the forms specified in terms of this agreement
- 21 All quotations given by AI Secure SA (Pty) Ltd are subject to rectification of any errors and/or omissions
- 22 Orders placed with AI Secure SA (Pty) Ltd may not be cancelled in part or whole by the buyer except with the written consent with AI Secure SA (Pty) Ltd. In the event of the Buyer so canceling any order placed, it acknowledges and agrees that it shall be liable to AI Secure SA (Pty) Ltd 20% of the price reflected on this agreement as pre-estimated liquidated damages and/or rouwkoop, being the agreed loss of profits which AI Secure SA (Pty) Ltd would suffer as a result of such cancellation.
- 23 In placing any order with AI Secure SA (Pty) Ltd the buyer acknowledges and agrees that such order incorporates acceptance by the buyer of all the conditions contained herein.
- 24 All email addresses associated with your account with AI Secure SA (Pty) Ltd will be automatically added to all AI Secure SA (Pty) Ltd's mailing lists. An unsubscription option will, however, be included in any/all email correspondence sent to you as a mailing list subscriber.
- 25 No variation of any of the conditions contained herein or any cancellation thereof shall be valid unless agreed to by AI Secure SA (Pty) Ltd in writing and then only under the signature of a director
- 26 Any indulgence or extensions of time which AI Secure SA (Pty) Ltd may grant to the buyer shall not be construed as a novation or waiver of any of Two AI Secure SA (Pty) Ltd's rights in terms thereof
- 27 Arbitration
- 26.1 Should any dispute arise under this agreement or out of its termination or cancellation then the matter shall be submitted and decided by Arbitration. Any such arbitration will be governed by the provisions of this Clause 1.
- 26.2 The Arbitration shall be held: -
- 26.2.1 Informally
- 26.2.2 In Johannesburg
- 26.2.3 Without any legal representatives of the parties being present
- 26.2.4 Otherwise under the provisions of the Arbitration Laws then in force in the Republic of South Africa it being the intention that as far as possible it shall be concluded within 21 days after it has been demanded
- 26.3 Each of the parties concerned, shall be entitled to be represented at the Arbitration by any two of its Members, alternate Members or full time employees (who are not practicing attorneys or advocates)
- 26.4 The Arbitrator shall be a practicing senior council of not less than 5 years standing agreed between the parties concerned or failing agreement, nominated by the chairman for the time being of the Johannesburg Bar Council. Should such nomination be necessary such nomination shall be sort by the parties jointly or by any party to the dispute not later than 7 days after the Arbitration has been demanded and such chairman shall be asked to make such nomination within 7 days of the date of the request
- 26.5 The Arbitrator shall be empowered to appoint such assistants as he deems fit in the event of the subject matter of the dispute requiring expertise in any particular field for the proper resolution.
- 26.6 The Arbitrators award shall be in writing, unless the parties otherwise agree and shall be final and binding upon the parties. It shall also be capable of being made an order of the court.
- 26.7 No provisions in this Arbitration clause shall be taken as prohibiting the rights of either party to approach the appropriate court for the purposes of any interim or interdictory relief
- 26.8 Without derogation from the meaning of the word "dispute" which word shall be interpreted widely it shall be regarded as a dispute for the purposes of this clause if one party addresses any notice in terms of this agreement or dealing with any matter related, directly or indirectly, to this agreement which notice acts either for remedy of any bridge or for a response to that notice and after the laps of time specified in this agreement for remedy or response (or in the absence of any such specified time a period of 7 days for the date of receipt of the notice; the party which gave the notice alleges that no or inadequate remedy has occurred or that no or inadequate response has been received).