



DEALER APPLICATION FORM
Sales Executive:

Applicant Company Name: _____

Please Email this form to applications@eurobyte.co.za or
Fax it to 011 234 0152

Do you require payment terms?

Yes No, **COD Only**

Credit Limit:

ACCOUNT NO.

Where did you hear about Eurobyte?

Trading Name:					
Registered Company Name					
Registration Number: / /	Date Established: / /	Holding Company:		VAT Number (Attach copy):	
Postal Address:		Street Address:		Company's Regd. Address:	
				Rented [] Owned []	
Land Line Tel Number:		Facsimile Number:		Web Page:	
Auditors		Auditor Telephone:		Landlord Telephone:	
Auditors Address:		Landlord's Address:			

Monthly Turnover:	<input type="checkbox"/> < 50K	<input type="checkbox"/> 51-100K	<input type="checkbox"/> 101-500K	<input type="checkbox"/> 1 Million +		
Form of Business:	<input type="checkbox"/> Public CO	<input type="checkbox"/> Private CO	<input type="checkbox"/> CC	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Trust	<input type="checkbox"/> Partnership
No of Employees:	<input type="checkbox"/> 0-50	<input type="checkbox"/> 51-100	<input type="checkbox"/> 100+	Business Type:		

Directors / Partners / Owner

Name	Initials	ID Number	Home Address	Home Telephone

Key Contact Personnel

Title	Last Name	First Name	Position	Direct Telephone	Facsimile Number	E-Mail Address
			Fin Director			
			Accountant			
			Buyer			

Banking Information

Bankers	Branch	Branch Code	Account Number	Account Type	Payment Method
				Current <input type="checkbox"/> Commercial <input type="checkbox"/> Savings <input type="checkbox"/> Foreign <input type="checkbox"/>	Cheque <input type="checkbox"/> EFT <input type="checkbox"/> L/C <input type="checkbox"/> Draft <input type="checkbox"/>
				Current <input type="checkbox"/> Commercial <input type="checkbox"/> Savings <input type="checkbox"/> Foreign <input type="checkbox"/>	Cheque <input type="checkbox"/> EFT <input type="checkbox"/> L/C <input type="checkbox"/> Draft <input type="checkbox"/>

Trade References

Company Name	Contact Person	Telephone Number	Credit Limit	Terms	Comments (Office use only)

Note

Copies of the following documents must accompany this application form.

- VAT Registration certificate
- Cancelled letterhead
- BEE Certificate
- Copy of Director's ID document
- Cancelled Cheque or proof of bank details
- Tax Clearance Certificate

Certificate of Incorporation/registration
Please initial each page

Signature: _____

INCLUDING DEED OF SURETYSHIP

1. INTERPRETATION:

1.1. In this agreement:

1.1.1. clause headings are for convenience and shall not be used in its interpretation;

Unless the context clearly indicates a contrary intention:

1.1.2. An expression which denotes:

1.1.2.1. Any gender includes the other genders;

1.1.2.2. A natural person includes an artificial person or vice versa

1.1.2.3. The singular includes the plural and vice versa

1.1.2. the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.1.3.1. "addendum" – means the procedures that Eurobyte Technology requires the dealer to follow and the standard terms and conditions of Eurobyte Technology, for including but not limited to: warranty policy, service procedures, repair and replacement policy and packaging;

1.1.3.2 "agreement" – means the dealer application to which these standard terms and conditions of sale are attached, these standard terms and conditions of sale and addendum referred to in clause 1.1.3.1 as well as any other addenda, schedules, reports, as the case may be;

1.1.3.3. "CPA"- means the Consumer Protection Act 68 of 2008 as amended;

1.1.3.4. "Customer" – means any person who has entered into a transaction with the dealer in the ordinary course of business;

1.1.3.5. "dealer" – means the person whose name appears on the dealer applications to which terms and conditions of sale are annexed next to the caption "Registered / Trading name of the business", or if these terms and conditions of sale are not annexed to the dealer application, or no name appears thereon, or in any other circumstances, any person or persons at whose request or whose behalf Eurobyte Technology undertakes to supply any goods, do any business, or provide any advice or services;

1.1.3.6. "goods" – means any items, products or services of whatsoever nature that are supplied to the dealer in terms of this agreement;

1.1.3.7. "signatory" – means the individual who signs this agreement and the dealer application on behalf of the dealer as well as any other agreement between Eurobyte Technology and the dealer;

1.1.3.8. "Eurobyte Technology" – means Eurobyte Technology (Pty) Ltd.

2. THESE TERMS AND CONDITIONS PREVAIL

2.1. It is recorded that the only basis upon which Eurobyte Technology (PTY) LTD is prepared to do business with the dealer is that, notwithstanding anything in the dealer's enquiry, specification, acceptance, order or other documentation or any other documentation or discussions/s to the contrary, the terms and conditions contained in this agreement shall operate in respect of any and all business between the dealer and Eurobyte Technology.

2.2. All and any business undertaken, including any advice, information or service provided whether gratuitously or not by Eurobyte Technology is and shall be subject to the terms and conditions contained in the agreement and each condition shall be deemed to be incorporated in and to be a term and condition of any other agreement between Eurobyte Technology and the dealer.

2.3. To the extent that this agreement appears on the reverse of an invoice or any other documentation of Eurobyte Technology and there is no relevant dealer application, the dealer 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 dealer and Eurobyte Technology relating to the subject matter hereof. Unless the context indicates otherwise this agreement incorporates, mutatis mutandis, all and any customer shipment agreements between the parties immediately prior to the date of last signature.

3.2. No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill or 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 extensions 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 terms of this agreement shall be binding unless recorded in a written document signed by an authorised representative of Eurobyte Technology. Any such extensions, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

3.3. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or any agreement, bill or exchange or any other document issued or executed pursuant to or in terms of this agreement, shall operate as a waiver of Eurobyte Technology and / or dealer's rights as in the entrenched CPA with regard to enforcement of this agreement.

3.4. Eurobyte Technology shall not be bound by any express or implied term, representation, warranty (with the exception of the warranties as provided for the CPA promise or the like not recorded herein), whether it induced the contract between Eurobyte Technology and the dealer or not.

3.5. No person other than a duly authorised representative of the parties has any authority to delete, amend or in any respect vary any of these conditions or accept any other conditions or agree to a consensual cancellation hereof.

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4. QUOTATIONS

- 4.1. Any quotations given are not an offer by Eurobyte Technology to sell or repair or service the goods but constitute an invitation by Eurobyte Technology to the dealer to do business with Eurobyte Technology
- 4.2. A quotation may be revoked or amended at any time by Eurobyte Technology
- 4.3 Eurobyte Technology may accept or reject in whole or in part any order placed upon it by the dealer pursuant to the quotation. Accordingly , a contract shall only come into force between Eurobyte Technology and the dealer if after receipt by Eurobyte Technology of the dealer's order or acceptance of the quotation, Eurobyte Technology confirms to the dealer that such a contract has been concluded or if Eurobyte supplies, or tenders to supply , the goods in question to the dealer .
- 4.4. The quotation is based on rates of exchange, freight charges , insurance, railage, costs of labour and material and other charges ruling at the date of the quotation. In the event of any variation occurring subsequent to the date of the quotation in any of the aforesaid rates and / or charges, as the case may be, Eurobyte Technology shall prior to delivery of the goods furnish the dealer with an amended quotation which is to be accepted or rejected, either verbally or in writing by the authorised representative of the dealer.

5. PLACING OF ORDERS

- 5.1. If telephone orders are placed by the dealer, Eurobyte Technology may require such orders to be confirmed in writing by the dealer, prior to acceptance by Eurobyte Technology. Eurobyte Technology will not be responsible for any errors or misunderstandings occasioned by the dealer's failure to record not only the details of the order correctly, but also the dealer's failure to clearly advise Eurobyte Technology at the time of placing the order of its specific requirements regarding each and every item included in the order.
- 5.2. In the event of the agreement being subject to the provisions of the CPA, the dealer can cancel or withdraw an order but in such event Eurobyte Technology will be entitled to charge a reasonable cancellation fee unless the order placed cannot be honored because of the death or hospitalised of the person for whose benefit the order was made
- 5.3. The dealer shall provide Eurobyte Technology with an order number/ reference number/ other important details when placing an order and the dealer shall at all time place the order on an official letterhead of the dealer.
- 5.4 The dealer undertakes to only allow duly authorized representatives of the dealer to collect goods that have been ordered as contemplated in clause 5.3 from Eurobyte Technology. Eurobyte Technology does not accept any responsibility and shall not be liable in any manner whatsoever if an unauthorised representative of the dealer collects goods from Eurobyte Technology
- 5.5 All goods not collected within 4(four) days of placing orders will automatically be credited from the dealers account back into Eurobyte Technology's goods systems.

6. PURCHASE PRICE AND PAYMENT

- 6.1 Payment is due in accordance with the terms as set out in this agreement, as amended from time to time, at Eurobyte Technology's sole discretion.
- 6.2 Orders are accepted by Eurobyte Technology only on the basis that the prices charged will be those ruling at the date of dispatch of the goods, unless otherwise expressly stated. A copy of Eurobyte Technology's ruling prices from time to time may be obtained from Eurobyte Technology by the dealer on request.
- 6.3. Unless otherwise expressly stated, prices are exclusive of value added tax which shall be for the account of the dealer. The dealer shall pay to Eurobyte Technology the amount of any value added tax together with the purchase price.
- 6.4. The dealer shall be obliged to pay to Eurobyte Technology in addition to the contract price herein:
- 6.4.1. the amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment of

- whatsoever nature which comes into force on the date after the date on which any price charged is determined;
- 6.4.2. Any additional costs of any nature whatsoever arising due to factors beyond the control of Eurobyte Technology as included in an amended quotation issued by Eurobyte Technology and accepted by the dealer in writing.
- 6.5. Any expenses incurred by Eurobyte Technology at the instance of the dealer in modifying or otherwise altering or making additions to the design, quantities or specifications for standard goods, and any expenses arising as a result of suspension of work by Eurobyte Technology due to instructions given, or a failure to given instructions by the dealer, shall be added to the purchase price in respect of the relevant goods.
- 6.6. The purchase price in respect of any goods sold by Eurobyte Technology to the dealer in terms of this agreement shall be payable:
- 6.6.1. By the dealer to Eurobyte Technology, at Eurobyte Technology's head office or at such other places as Eurobyte Technology may direct from time to time;
- 6.6.2. in cash
- 6.6.3. Immediately on due date;
- 6.6.4. In South Africa Rand currently without deduction or set-off and free of any exchange; and
- 6.6.5. during or before the expiry of the credit recorded on the dealer application, which period shall commence upon the issuing of an invoice by Eurobyte Technology, or as directed by Eurobyte Technology on its statement / tax invoices, or if there is no credit period indicated, or no credit period has been approved or no dealer application is annexed, cash on order.
- 6.7. The dealer warrants that no cheques will be issued unless there are sufficient funds in the dealers bank account and that such funds will remain available in order for all cheque payments to be forwarded and under no circumstances will any cheque be "stopped" or be endorsed with "insufficient funds refer to drawer"
- 6.8. The purchase price does not include charges for off-loading of the goods at the dealer's premises. The dealer shall provide at its cost the necessary labour, equipment, or facilities required for all loading of the goods.
- 6.9. The dealer has no right to withhold payment for any reason whatsoever. The dealer is not entitled to set off or deduct any amount due to the dealer by Eurobyte Technology against any debt owed by the dealer to Eurobyte Technology, nor shall any payment be withheld by virtue of any alleged counterclaim against Eurobyte Technology by the dealer.
- 6.10. The payment terms will be approved & agreed upon by both parties

7. ACCOUNT AND CREDIT FACILITIES

- 7.1 Eurobyte Technology shall at its sole discretion decide to grant to the dealer credit facilities. Should Eurobyte Technology grant the dealer credit facilities, the nature, and extent of such credit facilities shall also be at the sole discretion of Eurobyte Technology.
- 7.2 The dealer authorises and consents to Eurobyte Technology making enquiries of whatsoever nature to reach a decision on whether or not to grant the dealer credit facilities and the nature of such credit facilities.
- 7.3 Eurobyte Technology reserves its rights to increase, decrease, suspend, or withdraw any credit facility granted to the dealer at any time at the sole discretion of Eurobyte Technology.
- 7.4 Until a determination is made by Eurobyte Technology as contemplated in 7.1 above, any goods supplied by Eurobyte to the dealer shall be supplied on a cash basis only

8. RISK

- 8.1 The risk of the damage to or destruction of any relevant goods passes to the dealer on delivery thereof by Eurobyte Technology to the dealer or on collection thereof by the dealer from Eurobyte Technology.

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9. REPAIRS

9.1 Eurobyte Technology will prepare and issue a quotation for the repairs of goods, which quotation will be furnished to the dealer/ customer and on acceptance of the quotation by the dealer/customer; Eurobyte Technology will undertake the repairs in accordance with the quotation.

9.2 The dealer/customer is entitled to waive the necessity of a quotation for the repairs, alternatively is able to furnish Eurobyte Technology with a pre-authorisation for the repairs up to a specific maximum amount.

9.3 In the event that a quotation is requested by the dealer/ customer, the dealer/ customer agrees to pay a diagnostic fee of R100.00 for preparing the estimate which includes labour in performing any diagnostic work, disassembly or reassembly required to prepare the quotation including any damage or loss of material or parts in the course of preparing the estimate. This charge will have to be paid by the dealer/ customer, whether the quotation is accepted or not. This charge may change from time to time as Eurobyte Technology sees fit.

9.4 Eurobyte Technology shall have the right of retention and lawful lien over the goods submitted for repairs until such time as the dealer effects payment for the repairs and / or quotation fee in full.

10. IMPORTED GOODS

Where the goods or any part thereof are to be imported, this agreement is subject to the condition that Eurobyte Technology’s order is accepted and confirmed by Eurobyte Technology’s own suppliers and that delivery is made thereunder in due course.

11. PROCEDURES TO BE FOLLOWED BY DEALER

11.1 The dealer undertakes to strictly comply with and adhere to in full, the terms and conditions of the addendum.

11.2 Any form of non-compliance or partial compliance with the addendum will be a material breach of this agreement.

12. DELIVERY

12.1 Partial delivery shall not affect the payment period where a credit period has been approved and where no credit period has been approved the dealer shall pay the full purchase price, for the goods received.

12.2 Any delivery date indicated by Eurobyte Technology shall merely be regarded as the estimated date of delivery and shall not bind Eurobyte Technology to affect delivery on or near such date. Any failure for whatsoever reason on the part of Eurobyte Technology to deliver the goods in accordance with the dates requested by the dealer, shall not constitute a reason to withhold, defer or set off, either in whole or in part the purchase price or give rise to a claim for damages unless caused by gross negligence of Eurobyte Technology and / or its agent.

12.3 The dealer shall accept delivery whenever it is tendered and shall not be entitled to withhold or defer any payment, nor be entitled to a reduction in price, nor to any other right or remedy against Eurobyte Technology, its servants, agents or any other persons for whom it is liable in law (the agreement between Eurobyte Technology and the dealer as contemplated in the clause is for the benefit of Eurobyte Technology’s servants, agents or any other persons for whom Eurobyte Technology is liable for in law) whether for losses, costs, damages, expenses, interest or otherwise on account of delays in effecting delivery, partial delivery or non- deliver, occasioned by the gross negligence on part of Eurobyte Technology, its servant, agents or any other persons for whom it is liable in law, or not.

12.4. If delivery of any particular order is to be effected in consignments, Eurobyte Technology shall not be obliged to deliver any part of the order until the purchase price which is due in respect of the part of the order which has already been delivered has been paid.

12.5. If the goods are to be delivered by road, the dealer shall be obliged to procure that the delivery destination shall be easily accessible to road transport vehicles. The dealer shall be responsible for off-loading the goods at the delivery destination. If the goods are to be delivered by rail, the dealer shall be responsible for collection of the goods at the railhead.

12.6. The dealer shall be obliged 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 foresaid and unless, in addition, the dealer notifies Eurobyte Technology in writing within 24 hours of the delivery goods of the claim question and the goods relating to such claim, furnishing full details in regards thereto. The dealer shall bear the onus of proving that upon delivery any goods are missing or damaged or that the dealer’s order was in any way not complied with.

12.7. If Eurobyte Technology is unable to deliver the goods to the dealer due to any act or omission on the part of the dealer, it shall be entitled to charge the dealer for the storage of the goods.

12.8. The dealer shall be obliged to furnish information necessary to enable delivery of the relevant goods to be effected and if the dealer fails or refuses to do so, or if it fails or refuses to take delivery, the goods shall be deemed to have been delivered to the dealer upon notification.

12.9. If Eurobyte Technology agrees to engage a third party to transport the goods, Eurobyte Technology is hereby authorised to engage a third party on dealer’s behalf and on the terms deemed fit by Eurobyte Technology. The dealer hereby indemnifies Eurobyte Technology against any claims that may arise from such agreement against Eurobyte Technology. The dealer shall reimburse Eurobyte Technology for any costs incurred in arranging special delivery, including but not restricted to, the cost of necessary disbursements and insurance. Any documentation purporting to evidence the said extra cost will be deemed to be prima facie proof thereof.

12.10. The dealer warrants that any signatory to any tax invoice, delivery note or other documentation of Eurobyte Technology made out in the name of, or to the dealer, is duly authorised to bind the dealer in respect of relevant transaction.

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13. WARRANTIES AND GUARANTEES

13.1. PROVISIONS APPLICABLE TO DEALERS WHO DO NOT FALL WITHIN CPA

13.1.1. No warranties, guarantees or representation, express or implied or tacit whether by law, contract or otherwise which are not set forth in this agreement shall be binding on Eurobyte Technology, the dealer irrevocably waiving any right (common law or otherwise) it may have to reply thereon, and the goods are purchased on the basis that they are taken voetstoots and with the exclusions of all common law and other remedies including aedilician remedies, whether as to the suitability of the goods sold for any specific purpose or (without limiting the generality of the foregoing) otherwise;

13.1.2. To the extent that goods supplied by Eurobyte Technology are in any way defective, the dealer shall be entitled, within 1 year of the delivery of the relevant goods, to claim the replacement or repair of the goods to eliminate any defect on workmanship or materials found to be due exclusively to any acts or omissions on the part of Eurobyte Technology. The dealer shall immediately after the defects arise, notify Eurobyte Technology of the alleged defect, provided that Eurobyte Technology shall have been given a reasonable opportunity of inspecting any alleged defect. Eurobyte Technology shall notify the dealer of the decision of Eurobyte Technology regarding the alleged defect, which decision shall be binding on the dealer. Eurobyte Technology's liability shall be limited on return to the purchase price of the goods;

13.1.3. In order to be valid, a claim in terms of the guarantee as set out in clause 13.1.2 must be in writing, specifying the alleged defect, and supported by the original tax invoice. In addition the goods must be returned by the dealer to Eurobyte Technology at the dealer's expense, packaged in their original undamaged packaging material;

13.1.4. The parties agree that Eurobyte Technology shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, the goods and whether or not occasioned by Eurobyte Technology's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing Eurobyte Technology does not warrant that the goods will be fit for the purposes for which they are to be used by the dealer (notwithstanding that the use to which the dealer intends to put the goods is known to Eurobyte Technology). For the purposes thereof, any reference to Eurobyte Technology shall include its servants, agents, contractors or any other person for whose acts or omissions Eurobyte Technology may be liable in law (the agreement between Eurobyte Technology and the dealer as contemplated in this clause is for the benefit of Eurobyte Technology's servants, agents or any other persons for whom Eurobyte Technology is liable for in law)

13.1.5. Eurobyte Technology shall be relieved of all obligations in terms of this clause 13, if:

13.1.5.1. Repairs or modifications have been made by persons other than Eurobyte Technology, unless such repairs or modifications are made with the prior written consent of Eurobyte Technology;

13.1.5.2. Any goods are operated with any accessory, equipment or part not specifically supplied or approved in writing by Eurobyte Technology;

13.1.5.3. The goods shall not have been operated or maintained in accordance with Eurobyte Technology's instruction, or under normal use, or the goods shall not have been properly installed.

13.1.6. If the repairs or replacements are affected by Eurobyte Technology, only the parts actually works on and not the complete goods shall be subject to a new guarantee, if any, hereunder;

13.1.7. The dealer who acquires goods for the purpose of re-selling those goods, whether that dealer is permitted to do so or not (and nothing herein contained shall be deemed to allow the dealer to re-sell goods acquired from Eurobyte Technology whilst ownership vests in Eurobyte Technology), shall not advertise or issue or in any other way give or make any warranties, guarantees or representation as to the goods in any form whatsoever or offer to do so, which could result in liability being imposed upon Eurobyte Technology;

13.1.8. The above warranties are subject to the following conditions:

13.1.8.1. Eurobyte Technology shall be under no liability to the dealer until the dealer has paid the full amount due to Eurobyte Technology in respect of the goods concerned;

13.1.8.2. Eurobyte Technology shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Eurobyte Technology instructions (whether oral or in writing), improper use outside Eurobyte Technology's specifications, damage to the goods caused by improper maintenance, service or repair by untrained personnel or technicians, and unauthorised alterations or modifications of the goods;

13.1.8.3. Eurobyte Technology shall be under no liability in respect of parts, materials or equipment which are accepted in the industry to have a limited life expectancy or parts, materials or equipment, which need to be replaced at specified published service intervals ("consumable parts");

13.1.5.4. Eurobyte Technology shall be under no liability in the event that spare parts and consumables parts other than those recommended for use by Eurobyte Technology are fitted, attached, or used on the goods.

13.1.9. Notwithstanding anything to the contrary in this agreement, Eurobyte Technology shall not be liable to the dealer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this agreement, for consequential loss or damage (whether for loss or profit or otherwise and whether occasioned by the negligence of Eurobyte Technology or its employees or agents or otherwise) arising out of or in connection with any act or omission of Eurobyte Technology relating the supply of the goods, their resale by the dealer or use by any third party.

13.2. AGREEMENTS SUBJECT TO CPA

13.2.1. Within 6 months after delivery of the goods to the dealer, the dealer may return the goods to Eurobyte Technology, without penalty, if the goods do not satisfy the requirements and standards contemplated in Section 55 of the CPA in which event Eurobyte Technology may either:

(a) Repair or replace the failed, unsafe or defective goods; or
(b) Refund the dealer for the price paid by the dealer for the goods within fifteen (15) business days from receiving the cancellation notice.

13.2.2. In the event of Eurobyte Technology repairing any particular goods or component of such goods and within 3 months of that repair, the failure or defect or unsafe features not being remedied or an or further failure, defect or unsafe feature is discovered, Eurobyte Technology shall:

(A) Replace the goods; or
(b) Refund the dealer the price paid by the dealer for the goods

13.2.3. The aforesaid warranty exists in addition to an express warranty or condition stipulated by the producer or importer as the case may be

13.2.4. In the event of Eurobyte Technology providing any new or reconditioned parts installed during any repair or maintenance work and the labor required installing it, such work and parts will be warranted for a period of 3 months after date of installation or such longer period as Eurobyte Technology may specify in writing;

13.2.5. This warranty is subject to the parts, goods, and/or property not being misused and does not apply to any ordinary wear and tear having regard to the circumstances in which it was intended to be ordinarily used.

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14. HANDLING FEE ON RETURN OF GOODS

14.1. Eurobyte Technology reserves the right to levy a reasonable handling charge on goods that are or have been returned for credit to and accepted by Eurobyte Technology

14.2. Eurobyte Technology reserves the right to charge a reasonable fee for the costs or any losses occasioned by the return of any software to Eurobyte Technology in whatever form, this excludes software that is sold as part of a bundle with other goods.

14.3. Software that has been opened/ used/ activated will not be accepted for credit by Eurobyte Technology

15. AVAILABILITY OF IMPORT PERMITS

Eurobyte Technology’s obligations hereunder shall be subject, in those cases where the goods or part thereof are to be imported, to the availability of an import permit to Eurobyte Technology.

16. OWNERSHIP

16.1. Ownership of the goods shall not pass to the dealer until the contract price in respect of the goods in question has been paid. The provisions hereof shall apply notwithstanding the installation of such goods in the dealer’s premises or accession thereof to any of the dealer’s goods or that the goods may be incorporated into or form part of other goods or change their essential character. All goods, whether fixed to immovable property or not, shall be deemed to remain movable property and be deemed to be severable.

16.2. Eurobyte Technology reserves the right to inform the owner/ landlord of the premises in which the goods are or at any time may be, of the provisions of this clause 16. The dealer shall be obliged to advise Eurobyte Technology of the name and address of the landlord of any such premises and shall promptly advise Eurobyte Technology of any change in the name/ or the address of any landlord or of any new landlord.

16.3. The dealer shall take all steps as may be necessary to notify interested third parties that ownership of the relevant goods has not passed from Eurobyte Technology to the dealer. In particular the dealer 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 dealer shall produce written proof of such notices to Eurobyte Technology on demand.

17. SUBSTITUTE GOODS OR PARTS

17.1. Eurobyte Technology shall be entitled to substitute any goods specified in this agreement for such other goods which Eurobyte Technology in its sole discretion may regard as suitable substitutes therefore on reaching an agreement with the dealer.

17.2. Eurobyte Technology reserves the right to alter specifications as conditions warrant without notice. Should conditions render unavailable any materials or goods specified herein or otherwise required in order to fulfil this agreement, a substitution deemed by Eurobyte Technology to be suitable for the performances of its obligations will be supplied.

18. DOCUMENTATION

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

19. INSURANCE

Eurobyte Technology shall have the option to require the dealer, at its own expense, and prior to taking delivery of the goods, to insure the goods and thereafter keep the goods insured until such time as the goods have been paid for in full. Such insurance shall be taken with insurers as may be approved by Eurobyte Technology in writing, for such amount and on such terms as may be approved by Eurobyte Technology in writing. The insurance policy shall record the interest of both Eurobyte Technology and

the dealer in writing. The dealer shall, if so required by Eurobyte Technology, cede to Eurobyte Technology all its rights in terms of such insurance policy. Eurobyte Technology shall exercise the said option by giving the dealer written notice that it is doing so at any time prior to the delivery of the goods by Eurobyte Technology to the dealer.

20. BREACH

20.1. Subject to clause 20.2 if the dealer breaches any of the terms or conditions hereof or any other agreement with Eurobyte Technology or fails to pay the amount payable by it on due date or commits any act of insolvency or compromise generally with its credits or does or cause to be done anything which may prejudice Eurobyte Technology’s rights hereunder or all, or allows any judgement against it to remain unsatisfied for 7 days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, or is under an administration order or debt rehabilitation as provided for in the National Credit Act, 34 of 2005 (“NCA”), Eurobyte Technology shall have the right, without prejudice to any other right which it may have against the dealer, to elect to –

20.1.1. treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the expired period of the agreement and to claim such amounts as well as any other amounts in arrears including interest and to ease performance of its obligations hereunder as well as under any other contract with the dealer until the dealer has remedied the breach; and / or

20.1.2. Cancel this agreement and retake possession of any of the goods that have not been paid for.

20.1.3. Claim damages.

20.2. Eurobyte Technology shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the dealer is indebted to Eurobyte Technology in any amount whatsoever in respect of any cause whatsoever or fails to comply with any other obligations to Eurobyte Technology, whether arising out of this contract or otherwise. In particular without limiting the generality of the a foregoing, if delivery of any particular order is to take place in stages, Eurobyte Technology shall not be obliged to deliver any part of the order until the purchase price which is due in respect of the part of the order which has already been delivered, has been paid.

20.3. The dealer agrees that the amount due and payable to Eurobyte Technology shall be determined and proven by a certificate issued by Eurobyte Technology and signed on its behalf of any person duly authorised by Eurobyte Technology, which authority need not be proven. Such certificates shall be binding on the dealer and shall be prima facie proof of the indebtedness of the dealer.

20.4. The dealer hereby indemnifies Eurobyte Technology against any and all damages of whatsoever nature, howsoever and by whomsoever caused in relation to the removal of goods, excluding any gross negligence by Eurobyte Technology, and without derogating from the generality of the a foregoing, the removal of repossessed goods from the premises of the dealer or any other premises where the goods may be found.

20.5. The dealer hereby agrees that Eurobyte Technology shall not be required to furnish security in terms of the relevant rules of the Rules of the Magistrate’s court and the relevant rules of the Rules of the High Court.

20.6. The dealer consents that Eurobyte Technology shall have the right to institute any action in either the relevant Magistrate’s Court or the High Court at its sole discretion irrespective if the amount claimed exceeds that particular court’s jurisdiction.

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21. DOMICILIUM AND NOTICES

21.1. The parties choose their domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, serving of any process and for any other purpose arising from this agreement at their addresses and telefacsimile numbers as set in the dealer application annexed hereto. The parties/party agree that should any notice be received in terms of the NCA that such notice may be given by pre-paid registered post.

21.2. Eurobyte Technology shall in its sole discretion regard either of the addresses as the dealer's and surety's domicilium if the dealer and the surety's address differ in the dealer application.

21.3. Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or posted restante.

21.4. Any notice given and payment made by any party to any other ("the addressee") shall be in writing and if:

21.4.1. Delivered by hand during the normal business hours of the addressee at the addressee's domicilium for time being shall be presumed, until the contrary is proved by addressee, to have been received by the 4th day after the date of posting.

21.4.2. Posted by prepaid registered post to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the 4th day after the date of posting.

21.4.3. Transmitted by telefacsimile to the address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the 1st business day after the date of transmission.

22. GENERAL

22.1. This agreement is personal to the dealer, which may not without the written consent of Eurobyte Technology assign, mortgage, charge or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations hereunder.

22.2. The dealer is an independent contractor and nothing in this agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

22.3. The dealer acknowledges that, in entering into this agreement, it does not do so on the basis of, and does not rely on, any representations, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

23. NO CESSION

The dealer 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 without the prior consent of Eurobyte Technology.

24. SECURITY FOR OBLIGATIONS

Eurobyte Technology reserves the right to require satisfactory security from the dealer for the due performance of any of the dealer's obligations hereunder including but not limited to the payment of the purchase price. If Eurobyte Technology so requires, the dealer shall deliver to Eurobyte Technology prior to Eurobyte Technology complying with any of its obligations hereunder, confirmed irrevocable letters of credit by financial institutions acceptance to Eurobyte Technology. If such security or guarantees or letters of credit are furnished within 7 days after any such demand, Eurobyte Technology shall be entitled to withdraw from the agreement in whole or in part.

25. COSTS

25.1. The dealer shall be liable for all costs incurred by Eurobyte Technology in the recovery of any amounts or the enforcement of any rights which is as hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgment.

25.2. The dealer undertakes to pay the costs of the surety ship and cession contained hereunder, including any stamp duty

payable thereon and agrees that such costs can be debited to the dealer's account upon acceptance.

26 .SURETYSHIP AND WARRANTY OF AUTHORITY

26.1. The surety , by the signature hereto, binds himself in favour of Eurobyte Technology, its successors-in title and assigns as surety for and co-principal debtor in solidum with the dealer for the due and punctual performance by the dealer of all its obligations to Eurobyte Technology in terms of this agreement. The surety ship obligation is an unlimited obligation with regard to any and all present and future indebtedness already incurred or to be incurred by the dealer, notwithstanding any agreed limit from time to time.

26.2. The surety ship in 26.1 shall remain of full force and effect notwithstanding;

26.2.1. Any indulgence, concession, leniency, or extension of time which may be shown or given by Eurobyte Technology to the dealer;

26.2.2. Any amendment/s to this agreement and / or other agreement for the time being subsisting between the parties

26.3. The surety hereby renounces the benefits of the legal exceptions "non causadebiti" "errore calculi", "excussion", "division", "no value received" and "revision of accounts". With the meaning and effect of all of which he declares himself to be fully acquainted.

26.4. the signatory warrants , as a material warranty which Eurobyte Technology relies on in entering into this agreement, that he is duly authorised to represent and bind the dealer 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 dealer.

26.5. The surety shall be liable for all costs incurred by Eurobyte Technology in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgment.

26.6. The surety shall forthwith after the conclusion of the contract, furnish Eurobyte Technology with all information reasonably required by Eurobyte Technology to enable it to comply with its obligations. The surety undertakes to update the information furnished to Eurobyte Technology in order to ensure that the information is accurate and up to date.

26.7. Any Judgement, whether formal or informal, in Eurobyte Technology's favour against the dealer shall, notwithstanding that the surety has not been joined in the proceedings giving rise to the judgement, preclude the surety from being entitled to dispute the merits of the claim in respect of which the judgement has been granted, in proceedings against the surety.

26.8 The surety acknowledges that he has been given an opportunity to read through, seek advice and ask questions on the contents of this clause 26.

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27. EXEMPTION AND INDEMNITY

27.1 The dealer shall have no claim of any nature whatsoever of damages, a remission of the purchase price, cancellation or otherwise, against Eurobyte Technology, its servants, agents or others on whose behalf Eurobyte Technology would be liable, in respect of any loss or damage sustained by the dealer of any nature whatsoever or any damage caused to the asset of the dealer or assets kept on its premises by any third parties or in regard to the dealer’s business or sustained by any of its dealers, however caused including the negligent (excluding grossly negligent) acts or omissions of Eurobyte Technology, its servants, agents or others for whom it may be liable in law.(the agreement between Eurobyte Technology and the dealer as contemplated in this clause is for the benefit of Eurobyte Technology’s servant, agents or any other persons for whom Eurobyte Technology is liable for in law).

27.2. In the event that the dealer who acts as a supplier to the customer and as such becomes a supplier as defined in the CPA, and such dealer does not comply with the provisions of the CPA in any manner whatsoever and the customer proceeds with a claim against Eurobyte Technology, then the dealer indemnifies Eurobyte Technology to the fullest extent permitted in law against any claims made against Eurobyte Technology by the customer.

28. CONSEQUENTIAL LOSS INITIAL

Under no circumstances whatsoever including as a result of its negligence (excluding grossly negligence) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall Eurobyte Technology be liable for any consequential loss sustained by the dealer.

29. SEVERABILITY

Each paragraph or clause in this agreement is severable the one from the other and if any paragraph or clause is found by any competent court to be defective or unenforceable for any reason whatever, the remaining paragraphs or clause shall be of full force and effect and continue to be of full force and effect.

30. FORCE MAJEURE

Any transaction is subject to cancellation by Eurobyte Technology due to force majeure from any cause beyond the control of Eurobyte Technology, including, without restricting the generality of the foregoing, inability to secure labour, power, materials or supplies, or by reasons of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

31. CESSION INITIAL

31.1. The dealer hereby irrevocably cedes, assigns and transfers, makes over unto and in favour of Eurobyte Technology, all the dealer’s right title and interest in and to its claims against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the dealer may now or at time in the future owe to Eurobyte Technology.

31.2. The dealer irrevocably and in rem suam authorises Eurobyte Technology in its absolute discretion to claim from all or any of the dealer’s debtors the whole or any portion of the indebtedness of any one or more of them, to give a valid receipt or discharge for such indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution there under against all or any of the said debtors, to cede, transfer, negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the dealer.

31.3. The security created by the cession shall be a continuing one, notwithstanding any fluctuation in the amount of indebtedness of the dealer to Eurobyte Technology.

31.4. The dealer hereby undertakes on demand, to furnish Eurobyte Technology with such information concerning its debtors as may be reasonably required, to enable Eurobyte Technology to give effect to the provisions of this clause.

32. FURNISHING OF INFORMATION BY THE DEALER AND USE OF INFORMATION

32.1. The dealer shall prior to the conclusion of the contract, furnish Eurobyte Technology with all information reasonably required by Eurobyte Technology to enable it to comply with its obligations. The dealer warrants that the information given is true and correct in every respect. The dealer undertakes to update the information furnished to Eurobyte Technology in order to ensure that the information is accurate and up to date.

32.2. The dealer consents that Eurobyte Technology may disclose all information relating to the dealer’s account to any other creditor, credit bureau, and/ or credit grantor.

32.3. The dealer undertakes to inform Eurobyte Technology in writing at least 30 days prior to the intended sale or alienation of part or the whole of the dealer’s business or changing the principal and/ or shareholding of/ in the dealer’s business. The signatory and the surety as recorded on the dealer application will remain liable to Eurobyte Technology for any amount payable to Eurobyte Technology notwithstanding the sale or alienation or transfer of the part or whole of the dealer’s business and / or membership interest and / shareholding.

32.4 The dealer and surety hereby agree to update their respective information in terms of the financial intelligence centre Act 38 of 2001 and the NCA. The failure to update information may at the Eurobyte Technology’s sole discretion lead to a termination or reduction or suspension of the dealer’s credit facility with Eurobyte Technology .

33. ORIGINAL DOCUMENTATION

33.1. The dealer undertakes to deliver the original signed dealer application together with all information and / or documentation required by Eurobyte to Eurobyte

33.2. The dealer’s failure to deliver the original signed dealer application together with all information and / or documentation required by Eurobyte Technology to Eurobyte Technology may at Eurobyte Technology’s sole discretion lead to a termination or reduction or suspension of the dealer’s credit facility with Eurobyte Technology.

34. LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the courts.

35. RECEIPT OF DOCUMENTS, CHEQUES ETC

No notice, cheques, cash, or other documents sent to Eurobyte Technology through the post shall be deemed to have received unless and until actually received by Eurobyte Technology.

36. INTEREST

The dealer shall pay interest at the publicity quoted basic rate per annum ruling from time to time at which the First National Bank of South Africa Limited lend on overdraft, which rate shall be proved by way of a certificate signed by any employee of such bank, compounded monthly in arrears on all amounts owing by the dealer to Eurobyte Technology which have not been paid on the due date thereof, reckoned from the due date thereof until date of payment. Such interest shall be payable on demand

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Singed at _____ on this day of _____ year

Witness

1: _____

Signature: _____

Full names: _____

Designation: _____

For and on behalf of the dealer

(Who warrants that he is duly authorised hereto)

Signed at _____ on this day of _____ year _____

Who agrees to be bound by the surety ship as?

Contained in clause 26.

Full names: _____

Signature: _____

Witness

2: _____

FOR OFFICIAL USE

Authorised by (full names): _____

Signature: _____

Industry: SI / Distributor / Components

Sales Representative: _____

DEED OF SURETYSHIP

5. I / We the signatories as reflected on this application do hereby bind myself/ourselves jointly and severally as sureties and co-principal debtors in solidum for all and any amounts which are now or might in future become payable by the customer to Eurobyte Technology (PTY) LTD or its successor in title or its cessionary in the event if a cession, in terms of this agreement, arising out of or incidental to this agreement. No act of indulgence, relaxation or extension granted by Eurobyte Technology (PTY) LTD) including any act or accepting payment after due date or in accepting a lesser sum to the amount due) shall prejudice or affect Eurobyte Technology (PTY) LTD 's right in terms hereof , and if any action by Eurobyte Technology (PTY) LTD results in a novation of any debt or liability arising out of or from this document and I/We undertake and agree to be similarly bound as surety(ies) and co-principal debtor(s) in favor of Eurobyte Technology (PTY) LTD of such novated debts or liability. This surety is unlimited.
6. This surety shall remain in force as continuing covering security until such time as all the obligations of the customer to Eurobyte Technology (PTY) LTD in terms of this agreement have been properly fulfilled.
7. I / We renounce the benefits of excussion, division, cession of the action, revision of accounts, no value received, and error in calculation, the full meaning and effect whereof I/ We know and understand.
8. No amendment, cancellation or variation of this clause or this suretyship shall be valid unless reduced to writing and signed by the parties hereto

Have you read and understood the suretyship in this document? _____

Undersigned accepts Deeds of Suretyship

The physical address appearing hereunder is my/ our chosen domicilium citandi et executandi

The under mentioned certifies that all information is correct and confirms that the terms and conditions of the agreement and the deed of suretyship have been read and understood and furthermore warrants that all information supplied is correct.

Thus dated and signed at _____ on this _____ day of _____ 20_____

FULL NAME OF AUTHORISED CUSTOMER: _____

SIGNATURE OF CUSTOMER: _____

TO BE SIGNED BY SURETIES WHO HAVE BEEN FULLY APPRAISED OF THE CONTENTS OF THIS DEED OF SURETYSHIP

FULL NAMES OF SURETY(IES)	SIGNATURE OF SURETY(IES)	DATE	PHYSICAL ADDRESS OF SURETY(IES)

Full Names of Eurobyte Technology (PTY) LTD representative: _____

TO BE SIGNED BY WITNESSES

FULL NAMES	SIGNATURE	DATE	PHYSICAL ADDRESS

This application will become an agreement between all the parties by Eurobyte Technology (PTY) LTD One's acceptance signature hereunder.

FOR OFFICE USE ONLY	
Eurobyte Technology (PTY) LTD: _____	
THUS dated and signed at _____ on this _____ day of _____ 20_____	
Terms: _____ credit limit (if applicable): _____	