

Astute Electronics

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DEALERSHIP APPLICATION

Company _____

P O Box _____ Code _____

Street Address _____
(which is the chosen domicillium et executandi address)

Telephone _____ Cell _____ Fax _____

E-mail Address _____

Public Company _____ Private Company _____ Partnership _____ Years in Business _____

Company Registration Number _____

VAT Registration Number _____

DIRECTORS/MEMBERS

Names	I.D. Number
_____	_____
_____	_____
_____	_____

BANKERS

Name _____ Branch _____ Account Number _____

TRADE REFERENCES

Names: (1) _____	Tel. No _____
(2) _____	Tel. No _____
(3) _____	Tel. No _____

Names of Person supplying data _____ Position _____

Estimated monthly purchases _____

I certify that to the best of my knowledge and belief the above information is true and correct, and accept the following terms of payment: 30 days from date of statement. Should payment not be made within 30 days from date of statement an interest rate of 2% per month will be charges on the outstanding amount from the due date until the date of payment.

In the event of credit facilities being made available, we undertake to adhere to Astute's standard conditions of sale.

Name _____ Signature _____

Date _____

DEED OF SURETY

I/We, the undersigned _____
(Full names of director/s)

do hereby interpose and bind myself/ourselves under renunciation of the benefits of excussion and division, no value received "uobus vel pluribus reis debendi" and cession of action the full force, meaning and effect of which I/we declare myself/ourselves to be fully acquainted, unto and in favour of:

ASTUTE ELECTRONICS C.C.

Or any of its successors-in-title or assigns (hereinafter referred to as "the Creditor") as surety/ies for and co-principal debtor/s in solidum with: _____
(Full name of company)

(Hereinafter referred to as "the Debtor" for the due fulfilment of any obligations now or hereafter of the Debtor to the Creditor and the due and punctual payment of the Debtor of all moneys which are now or may at any time hereafter become owing by the Debtor to the Creditor from whatsoever cause howsoever arising, and which without derogating from the generality of the foregoing, shall include any claim acquired by the Creditor by cession.)

AND I/we declare that this Suretyship shall be a continuing one and shall remain in full force and effect notwithstanding any fluctuation in the indebtedness of the Debtor to the Creditor or even the temporary extinction thereof. AND I/we further declare that all admissions and acknowledgements of indebtedness by the Debtor shall be binding upon me/us and that the Creditor shall be at liberty (without affecting any rights hereunder) to release securities given or granted in the creditor's favour, give time to compound or make any other arrangements with the Debtor and in the event of liquidation, sequestration or compromise, no dividends or payments which the Creditor may received shall prejudice the rights of the Creditor to recover from me/us to the full extent of this Suretyship any sum which after the receipt of such dividends or payments may remain owing by the Debtor.

ANS I/we further agree that in the event of the any amount claimed from me/us by the Creditor under this suretyship a certificate by the Creditor shall be sufficient and conclusive evidence as to the amount of my/our liability hereunder for the purpose of enabling provisional sentence to be obtained against me/us under and in terms hereof in any court of competent jurisdiction.

I/We further agree that each of us shall be bound in solidum in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms hereof and therefore a separate deed of suretyship on the conditions contained herein shall exist in respect of those of us who have executed this document.

In terms of Section 45 of the Magistrates' Court Act 1944, I/we hereby consent to the jurisdiction of the Magistrates Court having jurisdiction in terms of Section 28 of the said Act as amended in respect of any action to be instituted against me/us by the Creditor I terms hereof or otherwise. It shall, nevertheless, be entirely within the discretion of the Creditor as to whether to proceed against me/us in such Magistrate's Court or any Court having jurisdiction.

Me/Our obligation hereunder shall continue for so long as the Debtor shall remain indebted or obliged, whether actually or contingently, to the Creditor in any amount whatsoever or under any undertaking and I/we shall have no right to withdraw here from except in writing from the Creditor and upon full discharge of all obligations of the Debtor to each party making up the Creditor.

I/We hereby chose domicillium citandi et executandi (e.g. Company address) for all purposes hereunder at:

(this field is compulsory)

Thus Done and Signed at _____ on the _____ day of _____ year _____

As Witnesses (signature) 1. _____ 2. _____

Applicant/s (signature/s) 1. _____ 2. _____
(If more than one director)

STANDARD TERMS & CONDITIONS OF SALE

1. In these conditions:
 - 1.1 "The Company" means Astute Electronics C.C.
 - 1.2 "The Customer" means the person, firm, company, partnership or association buying from The Company.
 - 1.3 "Goods" means any hardware, product or service purchased by The Customer.
2. No variations from the terms and conditions herein contained, and no contrary stipulation by the buyer, shall be valid and binding unless confirmed by both parties in writing.
3. Ownership in the said goods shall remain vested in The Company until payment in full has been received.
4. The risk shall pass The Customer when the goods leave The Company's premises or on delivery to The Customer, whichever is sooner.
5. The terms of payment of the Goods purchased is C.O.D. otherwise strictly 30 days net from date of statement subject to credit approval.
6. Breach

The Company shall be entitled, without prior notice to The Company, and without prejudice to any rights, which it may have as a result of breach or cancellation.

 - 6.1 To cancel any contracts and/or any part thereof subsisting with The Customer and The Customer hereby irrevocably authorises The Company to enter upon its premises during business hours and to claim, return and to repossess the goods sold thereunder.
 - 6.2 To claim from The Customer immediate payment of any monies due by The Customer and The Company notwithstanding any earlier agreement for credit, whether same is due for payment or not; if
 - The Customer fails to pay on due date for payment thereof any amount due to The Company under contract; or
 - Any cheque, promissory note or other bill of exchange give to The Company in respect of any indebtedness of The Customer under any contract is dishonoured by non-payment, or
 - The Customers' estate is provisionally or finally sequestrated or it is placed in provisional or final liquidation or under provisional or final judicial management; or
 - The Customer commits any act of insolvency in terms of Section 8 or the Insolvency Act; or
 - The Customer enters into any compromise with his creditors; or
 - The Customer fails to satisfy any default judgement against him within seven days after date of judgement.
7. Interest on overdue amounts shall be charged to The Customer at 2% above the ruling bank overdraft rates.
8. In the event of The Customer failing to make payment of any amount due by it on due date, should The Company instruct its Attorney to recover money or goods from The Customer, The Customer shall be liable for and pay all legal costs incurred by The Company on an Attorney and own client scale, including any collection commission.

STANDARD TERMS & CONDITIONS OF SALE (CONTINUES)

9. The Company shall NOT be responsible for any loss or damage to the property or person of The Customer or any third party as a result of any defect in the goods whether patent or latent. The Customer indemnifies The Company against all claims made against it by any third party arising out of any such defects.
10. The Company shall NOT accept goods returned for credit unless prior arrangements have been made, and accepted by us, in writing. A handling fee of 15% may be charged on all goods accepted for return.
11. This contract shall be interpreted according to the laws of the Republic of South Africa,
12. At the option of The Company any claim against The Customer may be brought in any Magistrates Court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of The Magistrates Court.
13. Acknowledge that should credit facilities be granted as a result of the application that may be withdrawn by The Company at any time without prior written notice.
14. The Purchaser nominates its business address as reflected in page 1 hereof as its domicilium citandi et executandi for service to it of all notices and processes in connection with any claim for any sum due to The Customer.
15. Suspension of Deliveries
 - 15.1 If any amount due and payable by The Customer to The Company is in arrears. The Company shall have the right, until such amount has been paid, to suspend any delivery under contract then in force between The Company and The Customer.
 - 15.2 Notwithstanding anything to the contrary herein contained The Company shall have the right to suspend any delivery under any contracts at any time if in its sole discretion it considers that;
 - The amount owing by The Customer (which due or not) has reached the limit to which it is prepared to allow the customer credit; or
 - If it comes to its notice that The Customers financial position has deteriorated; or
 - If it no longer considers The Customer to be creditworthy;
 - The Customer does not acknowledge that any contract is upon the terms set forth in the conditions of sale.

Signature as acknowledgment

Date

Capacity

(Director)