



10 Waterfall Ave
 Riverside Industrial Park
 Nelspruit, 1200
 Tel: 013 752 3797
 Sales: 013 752 2928
 Accounts: 013 752 3182
 Fax: 013 752 2230
 Postnet Suit 239
 Private Bag X11326
 Nelspruit, 1200

www.acdcexpnel.co.za

Application Ref:

Account Number

National Account

Account Facilities Application form

Congratulations on deciding to buy from us. A credit account with AC/DC Express will give you the opportunity to purchase from one of the widest ranges of electrical and electronic products. Please complete this form fully and fax or email it to us so that processing can commence. However, we do require the originally signed copy before any credit facilities can be opened. We can collect this if within our delivery area. To arrange this, or if you have any questions, call our sales or branch managers for assistance.

Attachments required: *Please tick relevant box and attach*

COD

Credit

Attachments required: *Please tick relevant box and attach*

Conditions of sale (initialled)

Deed of Suretyship

1. Business Name:

Account Name:(PTY) Ltd/ CC

Registered Name: (if different from above)

Registration Number: Vat No:

Date Company began: Number of employees:

Has the Company changed its name in the last 5 Years? Yes No

If yes, Date of change: dd/mm/yyyy Previous Name:

2. Business Activity:



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

A	End user	Using the products for own use, home, office, factory, mine.
		Number of electricians : Is there any reason why you could not purchase our products from a Distributor or Franchise, if closer to you?.....

B	Electrical Contractor	Installing our products in to your clients building, machine or plant.
		Number of installation teams: is there any reason why you could not purchase our products from a Distributor or Franchise, if closer to you?

C	Reseller	Carrying no stock of our type of product and selling our product to your client without beneficiating it or installing it.
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D	Electrical Wholesaler	A Company with trade counter who carries stock of conduit, wire and industrial electrical equipment.
		Number of internal sales staff:

E	Lighting Retailer or Specialist company	Wholesaler or retailer specializing in lighting.

F	Swimming Pool Industry	<ul style="list-style-type: none"> • Manufacturer • Installation contractor: Number of installation crews • Retailer: Number of Outlets

G	Irrigation Industry	<ul style="list-style-type: none"> • Pump Manufacturer • Installation contractor: Number of installation crews • Retailer: Number of Outlets

H	Building Industry	Developers and Contractors

I	Hardware store	
		Number of Stores:

J	Retail Stores	Excluding lighting and hardware specialist above.
		Number of outlets:

K	OEM	Original Equipment manufacturer. Incorporating our products within your product which you sell and or install.
		Number of panel wiremen/ electricians:



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L	Panel Builder	An OEM specializing in the design and supply of control panels, distribution boards or MCC's
		Number of panel wiremen:

Industry Focus: Please tick the relevant boxes

	Mines & Mineral Processing
	Automotive
	Petrochem
	Material Handling

	Electrical
	Consumer
	Building/ Construction Industry
	Other:

3. Invoice & Payment Details:

Estimated average monthly value of Electrical purchases R.....

Credit limit applied for R.....

Your financial period end: 25th Or month end

NOTE: AC/DC Express Financial period end is month end.

Method of payment: Please tick the relevant box

Electronic Funds Transfer Credit Card (VISA , Amex & Mastercard) Cash Cheque (Note that we do not collect cheques)

NOTE: No settlement discount applicable for accounts paid by credit card.

3.1 National Account:

If multiple delivery points are required for one account, simply advise details of the delivery point required in section 4.4. However if you require multiple separate accounts but with a common statement, please contact our sales Manager for further details.

3.2 Banking details:

Bankers: Branch:

Account number: Name of account:

3.3 Invoice and Statement Postal address.



.....
.....
.....
Post Code
Country (if outside RSA)

Tel:
Fax:
Statement email address:
.....

3.4 Creditors Clerk:

Name:
Direct Tel:
Direct Mobile:
Direct Tel:.....
Direct Fax:

3.5 Creditors Supervisor:

Name:
Position:

Part shipment of orders permitted,
include back orders?

Yes	No
-----	----

Direct email:

3.6 Physical Address of Business:

Business Name:.....
Direct Tel:.....
Fax:.....
Direct e-mail:.....
Country (if outside RSA)

Are your Business premises

Owned		Leased	
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If leased, name of the landlord:

Postal and physical address of landlord:

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

3.7 Territory: (For Internal use)

4. Delivery and Purchase Details:

4.1 Buyer:

Name:
Direct Tel:
Direct Fax:

4.2 Additional contact: (owner/ director/ senior manager)

Name:
Position:



Direct email:

Direct Tel:

Direct email:

4.3 Preferred method of buying: *Please tick relevant box*

Web on-line * Email Fax Telephone # Visit

* One of our team will contact your Buyer to set up a password and provide telephonic training on all web facilities.

Written orders may be requested for special products.

4.4 Automated Services required:

Do you require email order acknowledgement for each order? Yes No

If so, email address:

Do you require email notification when your goods are ready for collection? Yes No

If so, email address:

4.5 Delivery address: *if different to physical address given in section 3:* **For additional delivery addresses, copy section D, complete and attach to document .**

.....
.....
.....
.....
Country (if outside RSA)

Preferred method of delivery: *please tick relevant box*

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

Courier Details:

4.6 Company name:.....

4.7 Courier address:.....

Contact:

.....

Tel:

.....

Fax:

Service required (e.g. economy or express).....

Email:

Account number:



5. References:

Owners / Director/ Members of Business:

1. Name:
ID Number:
Residential address:
.....
3. Name:
ID Number:
Residential address:
.....

2. Name:
ID Number:
Residential address:
.....
.....

6. Trade References:

1. Company:
Address:
.....
.....
Tel:
Fax:
Email:

3. Company:
Address:
.....
.....
Tel:
Fax:
Email:

2. Company:
Address:
.....
.....
Tel:
Fax:
Email:

Current Electrical suppliers: *If not specified as trade references*
1.
2.
3.



7. The Legal Stuff:

I, the undersigned (Full names in block letters)

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

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

Dated at:on thisday of 200

As witness

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

- 1.
2.

CONDITIONS OF SALE & TENDER

Unless expressed to the contrary in writing, the following set of conditions of Sales & Tender shall be deemed to be incorporated and form part of all contracts concluded between AC/DC Express (AC/DC) and any other party involved in purchasing goods and services (the Buyer).

- 1. VALIDITY. All quotations shall be valid for acceptance during the period stated in the tender.
2. ACCEPTANCE. The acceptance of any tender must be accompanied by sufficient information in writing to enable AC/DC to proceed with the execution of the order immediately, failing which, AC/DC shall be entitled to amend the quoted prices to cover any costs incurred as a result of such delays and extend the delivery date(s).
3. PACKING. Unless otherwise specified, AC/DC's prices include packing in accordance with its standard practice.
4. LIMITS OF CONTRACT. The quoted price includes only such goods, accessories and work as are specified therein.
5. DRAWINGS, TECHNICAL & COMMERCIAL LITERATURE. All descriptive and shipping specifications, drawings and particulars of masses and dimensions submitted with AC/DC's quotation are approximate only, and the descriptions prices, illustrations, dimensions, standards, performance data and information contained in AC/DC's catalogues, price lists and other advertising material are intended merely to present the general picture of the goods and shall not form part of the contract unless specifically stated.
6. PERFORMANCE. Any performance figures published by AC/DC are based upon its experience and are such as it expects to obtain on test in its works.
7. DELIVERY. This shall be made at the place specified in the quotation and excludes off-loading and positioning unless otherwise stated.
8. OWNERSHIP. Risk in the goods shall pass on delivery, but ownership remains vested in AC/DC until the invoice has been paid in full.



9. **LIABILITY FOR DELAY.** All dates quoted for delivery by AC/DC are based upon information available at the time of preparing the quotation and are dependant upon AC/DC receiving all the necessary information and drawings to enable it to commence work immediately upon the placing of the order and to proceed without interruption or modification. All delivery dates are estimates and AC/DC shall not be liable for late delivery unless specifically agreed in writing. In all cases, whether a time for delivery has been agreed or not, the time for delivery shall be extended by a reasonable period if the delay in delivery is caused by instructions, or lack thereof, from the Buyer or by industrial dispute or by reason of Force Majeure, or by any cause whatsoever beyond AC/DC's reasonable control. A contract shall not be cancelled on the grounds of AC/DC's delay unless AC/DC shall have first received reasonable notice of the Buyer's intention to insist on adherence to the contractual delivery dates, thus affording AC/DC a reasonable opportunity to remedy the situation.
10. **VARIATIONS & SUSPENSIONS.** Prices quoted may be fixed, subject to foreign exchange, Contract Price Adjustment (CPA) or other conditions as stipulated in the quotation. Unless otherwise stated, the amount of all duties, taxes and other charges applicable to the manufacture and/or sale of the goods shall be borne by the Buyer. Where a CPA formula is applicable, a certificate issued by AC/DC's Auditors, acting as experts and not as arbitrators, as to the variations in AC/DC's costs shall be binding upon the Buyer. In the event of variation of work on the Buyer's instructions, or lack thereof, AC/DC shall be entitled to increase the contract price by a sum of money sufficient to cover the extra expenses incurred by AC/DC as a direct or indirect consequence of such variation(s). In the event of suspension of work, or delay of delivery date(s) by the instruction of the Buyer, or its agent, or failure by the Buyer, or its agent, to provide AC/DC timely with free issue materials, full details, instructions, drawings or other documents or information required, and that this suspension or delay would cause an invoice to be raised in a financial month later than proposed in the quotation. AC/DC reserves the right to either invoice progress payments to cover the costs of materials and labour incurred to date, or increase the contract price to cover costs involved including the cost of finance required.
11. **TERMS OF PAYMENT.** Unless otherwise stated in the quotation or otherwise agreed in writing, all payments will be in the currency of AC/DC's country of registration and the terms of payment shall be as follows
- 11.1 **CASH SALES** may be paid by cash, approved credit card or cheque, which must be endorsed by the drawer, made payable to 'Cash' or 'Bearer', and uncrossed. AC/DC reserves the right to impose a limit over which the cheque must be bank guaranteed, in which case it would be crossed and made out to 'AC/DC Express'. No post dated cheques can be accepted. Bank transfers (including electronic payments) are accepted, but the goods may only be released once the transfer is received into AC/DC's local bank account.
- 11.2 **ACCOUNT SALES**, with the exception of sales covered by 11.3, to Buyers with approved account facilities, are payable in full on or before the end of the month following that month during which AC/DC's invoice was raised. In order to qualify for any settlement discount offered, payment must be received by AC/DC by due date. Bank transfers (including electronic payments) are accepted. All payments must be accompanied by a remittance advice giving sufficient information to enable the AC/DC accounts department to correctly allocate the monies received against the invoices outstanding. In the absence of proper information and when only part payment is received will be allocated to the oldest amount(s) due.
- 11.3 Notwithstanding all other terms of payment, AC/DC shall be entitled to call for payment in advance, or for security for the outstanding balance of the order value, if, at any time, it has reasonable grounds for doubting the Buyer's ability to pay. Counter claims may not be set off against payments nor any payments be withheld on account of any counter claim by the Buyer unless such counter claims are accepted by AC/DC in writing. The obligation of AC/DC under the contract may only be enforced in the event of the Buyer having made all payments timeously and not having breached any of the other terms or conditions of the contract.
12. **ARREARS.** Should the Buyer's account remain unpaid after the end of the month following that month during which the invoice was raised, AC/DC reserves the right to withhold further supplies until the arrears are paid and that AC/DC is satisfied of the Buyer's continued credit worthiness. While supplies are being withheld, goods may not be supplied as 'cash sales' as the monies received by AC/DC will be deemed to be in part payment of the oldest debt(s). Interest may be charged by AC/DC on all overdue amounts at a rate of 3% above the prime lending rate charged by AC/DC's bankers. A certificate from any AC/DC Express manager or accountant shall be Prima Facie proof of the amount owing and the prevailing interest rate. Without waiving any other rights contained in the contract, both parties are entitled to enter into a separate written agreement regarding account payments.
13. **GUARANTEE**
- 13.1 **AGENCY PRODUCTS.** AC/DC passes onto the Buyer all conditions and benefits of the Principal's guarantee. In all cases, the Principal will, at its expense and through AC/DC, make good any defects in material and workmanship of its products under proper use and within its guarantee, being twelve months from the date of delivery from AC/DC to the Buyer. Liability is limited to the repair or replacement of the product, at the discretion of the Principal, and this liability specifically excludes injury or consequential damage to other equipment or production losses or penalty claims no matter how caused. Such repair or replacement shall take place at the premises of either the Principal or AC/DC, as required by the Principal. The Buyer alone is responsible for any costs of removal and re-installation, packaging, insurance and transport of the goods to and from AC/DC's premises. ('Agency' covers all formal agreements where AC/DC represents the Principal as an Agent/Dealer/Distributor/Stockist, or where AC/DC has included the product in its own catalogue).
- 13.2 **NON-AGENCY PRODUCTS**, excluding 13.3, are not covered by any guarantee unless specifically agreed in writing by AC/DC.
- 13.3 **MANUFACTURED PRODUCTS** (manufactured by AC/DC) are covered by a guarantee equivalent to 13.1 where AC/DC becomes the Principal, for the product as a whole item. In respect of goods designed by the Buyer, or its agent, AC/DC's guarantee covers workmanship but shall be limited to the individual component guarantees (if any) and not the product as a whole item.
- 13.4 The Buyer shall not be entitled to cancel the contract by virtue of any defects occurring in the goods.
14. **CONSEQUENTIAL DAMAGES.** All goods are supplied and all work is done on the condition that AC/DC shall in no way be liable to the Buyer or any other party, for loss of contracts or profits or any loss or damage, whether direct or indirect, general, specific or consequential, howsoever caused or incurred, including such loss or damage attributable to its' negligence or the negligence of its servants, employees or agents, or to any acts, omissions or defaults, or failure to carry out or fulfill its obligations, or to defective and/or poor materials, workmanship or design.
15. **SHORTAGES IN DELIVERY & DAMAGE IN TRANSIT.** No claim for shortages or receipt of damaged goods will be entertained unless made within seven days of delivery, or in the event of non-delivery, within fourteen days of invoicing. When the quoted price includes delivery, AC/DC will replace or repair, free of charge, goods damaged in transit to the point of delivery.
16. **RETURNS.**
- 16.1 Equipment correctly supplied by AC/DC to the Buyer in accordance with the Buyer's instructions may not be returned for a refund.
- 16.2 Returns for repair or warranty claims are accepted at the goods receiving counter and, at all times, a Repair Note must be received by the Buyer or its agent or representative. Warranty claims must be accompanied by a copy of AC/DC's original invoice or delivery document.
- 16.3 Before any goods can be returned for credit, written authorisation must be obtained from AC/DC's Branch or Sales Manager. Goods must be sent to AC/DC by the Buyer under cover of a suitable returns note, duly authorised, together with a copy of AC/DC's original invoice or delivery note specifying the full reason for return and details of any replacement equipment ordered.
- 16.4 Any authorisation for return given is subject to final acceptance after thorough inspection and testing of the returned goods. Equipment considered for return must be unused and in a resalable condition and acceptable in terms of the following categories.
Returnable equipment includes those purchased within 30 days: locally stocked standard products, full drums or reels of locally stocked cable and wire; electronic components, provided that they have never been fitted.
Non-Returnable equipment includes those purchased over 30 days: cut lengths of cable, wire or rope, equipment specially imported or manufactured for the Buyer, locally purchased standard equipment, subject to the original suppliers conditions, other equipment as specified by AC/DC in the quotation as non-returnable.
- 16.5 AC/DC shall have the right to charge a handling fee on all correctly supplied goods which it agrees to accept for return. This fee would normally be waived when goods of equal or greater value have been purchased in replacement of those goods being returned. The following fees are expressed as a percentage of the net invoiced amount.
Standard stock items - 15% up to 30 days, 25% over 30 days. Over 90 days, goods not returnable.
Instruments - up to 50%
Locally sourced specially purchased standard equipment - subject to the original suppliers' conditions.
17. **CANCELLATION.** AC/DC shall have the right to terminate the contract if: the Buyer is liquidated or commits an act of insolvency or allows a judgment against it to remain unsatisfied for more than seven days, and/or; the Buyer breaches any of the terms or conditions of the contract. Termination of the contract would be without prejudice to AC/DC's rights and claims for such damages as it has sustained as a result of the breach of contract. Failure of AC/DC to react to a breach of the contract by the Buyer may not be construed as a waiver by AC/DC of any of its rights in terms of the contract. Upon cancellation of the contract of any reason, all amounts owing by the Buyer of AC/DC in terms of the contract shall immediately become due and payable.
18. **JURISDICTION OF THE MAGISTRATES COURT.** Both parties agree that either party shall be entitled to institute legal proceedings against the other which might arise out of, or in connection with the contract in any Magistrates' Court in AC/DC's country of registration have jurisdiction on the matter, notwithstanding that the claim or value of the matter in dispute might exceed the jurisdiction of the Magistrates Court. All costs incurred by AC/DC in enforcing its rights under the contract against the Buyer shall be borne by the Buyer including costs on the Attorney and Client scale.



DEED OF SURETYSHIP

I/We, the undersigned:

Home Physical address:

.....

Hereby renouncing the benefits of exclusion and division with the full force and effect whereof I/we acknowledge myself/ourselves to be acquainted, do hereby bind myself/ourselves as surety in solidum and co-principal debtor with

.....

(Legal entity: Full registered name of close corporation or company)
(hereinafter referred to as "the DEBTOR")
unto and in favour of:

AC/DC EXPRESS cc
(hereinafter referred to as "the CREDITOR")

for the due payment of all amounts of whatever nature and for the performance of any obligation, all of which may now or in future become owing by the DEBTOR to the CREDITOR for goods sold, services rendered and materials supplied by the CREDITOR to the DEBTOR.

I AGREE THAT:

1. In this Deed –
 - a. words denoting the plural shall include the singular and vice versa;
 - b. words denoting one gender shall incorporate the other two.
2. The CREDITOR shall in its sole discretion be entitled always:
 - a. to determine the extent, nature and duration of the facilities (if any) to be allowed to the DEBTOR.
 - b. be at liberty to release securities, or other sureties for the DEBTOR, or to grant any indulgence or extension of time to compound or make other arrangements with the DEBTOR or me, or any other surety or sureties for the DEBTOR, and so such action on the part of the CREDITOR shall in any way affect or be construed or operate as a waiver or abandonment of any of the CREDITOR'S rights or claims against me in terms of this Suretyship.
3. All and any acknowledgement by the DEBTOR of its indebtedness and any admission by or on behalf of the DEBTOR shall be binding on me/us.
4. The CREDITOR shall have the right to appropriate any monies received by it from me hereunder to any portion of the indebtedness of the DEBTOR in the sole discretion of the CREDITOR.
5. Without prejudice to anything hereinbefore contained, this Suretyship shall apply to and cover the CREDITOR in respect of claims which the CREDITOR may have acquired or in future may acquire against the DEBTOR from any person whomsoever or whatsoever.
6. a. This Suretyship shall remain in full force and effect as a continuing cover security, notwithstanding any intermediate settlement of or fluctuation in or the temporary extinction of the indebtedness of the DEBTOR to the CREDITOR.
7. b. The CREDITOR may cancel this Suretyship after the expiry of 7 (seven) days' written notice given by the Surety requesting same on condition that all indebtedness, commitments and obligations of the DEBTOR to the CREDITOR shall have been fully discharged.
 - c. For the purpose of the cancellation referred to in clause 6 (b) above, indebtedness commitments and obligations shall embrace in its meaning monies owing in respect of orders for goods which have been confirmed but have not been executed.
 - d. Furthermore, notwithstanding the death or legal disability of myself/ourselves, until the CREDITOR shall have agreed in writing to cancel this Suretyship, this Suretyship shall remain in full force as a continuing covering security binding upon me/us, notwithstanding that it may or may not in any whole or part have ceased to be binding on me/us.
8. In the event of the CREDITOR ceding its claims against the DEBTOR to any third person, then this Suretyship shall be deemed to have been given by me to such person or persons to whom the CREDITOR may cede its claims against the DEBTOR and such cessionary shall be entitled to exercise all or any rights which the CREDITOR has in terms of this Suretyship.
9. a. I/We choose *domicilium citandi et executandi* for all purposes herein at the above address set out against my/our name.
 - b. All notices addressed to me by prepaid registered post to my *domicilium* address above shall be deemed to have been delivered to me 5 (FIVE) days after such posing thereof, alternatively, if delivered by hand, on the date of the said delivery.
10. Each of the obligations and undertakings assumed by me/us herein shall be regarded as distinct and severable covenants and shall be given effect to as such, notwithstanding the manner in which such undertakings and obligations have been grouped together or linked grammatically. Furthermore, in the event of any one or more of such undertakings or obligations being found by any Court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason, such



findings shall in no way effect any of the other undertakings or obligations, which shall continue to be and remain of full force and effect.

- 11. I/We hereby consent in terms of Section 45 of the Magistrate’s Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court having territorial jurisdiction in respect of any action against me/us arising herefrom. The CREDITOR shall nevertheless, in its discretion, be entitled to institute proceedings in the Supreme Court or any other Court of competent jurisdiction.

THIS DONE and SIGNED at on this the day of 20

CLIENT SIGNATURE:

1. WITNESS: 2. WITNESS:

CLIENT SIGNATURE:

1. WITNESS: 2. WITNESS:

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS. KINDLY EMAIL OR FAX THIS TO US RIGHT AWAY. WE WILL REQUIRE THE ORIGINAL BEFORE OPENING THE ACCOUNT FACILITY.

Please attach a copy of the following documents:

- ID
- CK document
- Canceled Cheque

STATEMENT OF ASSETS AND LIABILITIES

LIABILITIES

Bonds:

Due to Bank: overdraft

Due to other Banks

Bills payable

Sundry creditors

Hire purchase agreements

Loans

Income Tax

Other

Surplus

Contingent liabilities as guarantor, etc.
Details

R

I/We _____

Hereby declare that this is a full, true and correct statement of my/our assets and liabilities as at _____

Marital Status:- _____

R (only)

	TOTAL
--	-------

ASSETS

Fixed Property:

Vehicles, machinery

Furniture

Bonds

Book debts

Stock in trade

Produce

Livestock

Shares

Cash

TOTAL

Contingent assets: life policies, etc.
Details

R

Annual income (salary and other) R _____

Signed at _____ on _____

Signature _____ Witness _____

Signature: _____ Witness _____

R (only)

	TOTAL
--	-------