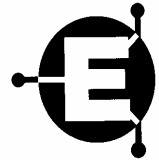


# ELECTROCOMP (PTY) LTD



Reg. No. 73/002403/07

VAT NO. 4560108963

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URL: [www.electrocomp.co.za](http://www.electrocomp.co.za)

Cnr Galaxy Avenue & Electron Street  
Linbro Business Park  
Sandton  
P.O.Box 1023, Bramley, 2018

## Credit Application Form

Registered Company Name:		
Registration Date and Number:		VAT No:
Tel Number:		Fax Number:
Postal Address:		
City:	Province:	Code:
Nature of Business:		
Physical Address:		
City:	Province:	Code:
Directors / Partners / Members:		
<b>Accounts Contact Information</b>		
Who is responsible for payment:		
Email address:		
Phone:	Ext:	Fax:
<b>Banking Information</b>		
Name of Bank:		
Branch Name:		
Branch Code:		
Account Number:		
<b>Trade References</b>		
1. Company Name:		
Contact:	Phone:	Fax:
2. Company Name:		
Contact:	Phone:	Fax:
3. Company Name:		
Contact:	Phone:	Fax:
<b>Credit Limit Requested: R</b>		
<b>Confirmation of Terms and Conditions by Signature</b>		
I, hereby certify that i am authorized to sign this application for credit facilities and hereby agree with the terms and conditions of sale.		
<b>NB!! KINDLY NOTE THAT OUR TERMS ARE STRICTLY 30 DAYS NETT FROM DATE ON STATEMENT.</b>		
Signature of Applicant:		Date:
Name:		Designation:
<b>Electrocomp Bank Details</b>		
<b>Nedbank</b>	<b>Account Number</b>	<b>1284002624</b>
<b>Business Central Branch</b>	<b>Branch Code</b>	<b>128405</b>
<b>For Office Use Only</b>		
Approved By:		
Date:		
Account Number:		

Directors: S. Farrell (Brit), G.D. Watkins

# CONDITIONS OF SALE

**Incorporating:**      **Electrocomp (Pty) Ltd**  
                                 **Transtronics (Pty) Ltd**  
                                 **(hereinafter referred to collectively and individually as**  
                                 **“the Company”)**

## **1. GENERAL:**

All contracts and orders as well as all tenders and quotations and all orders and/or contracts resulting there from are subject to the following conditions except where otherwise agreed to in writing by the Company.

## **2. CONDITIONS OF SALE:**

Notwithstanding any contrary conditions made at any time by any client these conditions of sale shall apply to all sales of goods by the Company.

## **3. CLIENT TO SATISFY HIMSELF:**

Subject to the terms hereof the client shall be deemed to have satisfied himself as to and has accepted all the conditions, representations, warranties and circumstances affecting each order and contract.

## **4. PRICES:**

- (a) The Company's listed prices are subject to alteration at any time without prior notice.
- (b) The prices quoted in estimates, specifications, acceptance of orders or contracts are based on the quantities specified therein and the Company reserves the right to revise prices in the event of the quantities being reduced or increased.
- (c) All prices quoted by the Company are subject to exchange rates, duties, surcharges, freight and transport costs, and clearing agent's charges ruling at the time. Any subsequent changes will be for the client's account, unless quoted as "fixed".
- (d) The Company takes great care in basing prices on the correct customs tariff. Should Customs however charge a different tariff to that used by the Company, the difference will be for the client's account.
- (e) Should overseas suppliers increase their prices, the Company shall be entitled to pass on these increases to the client unless quoted as "fixed".

## **5. TERMS:**

In tenders and quotations all prices quoted exclude VAT unless otherwise stated. The Company's tender or quotation, unless otherwise agreed in writing, is open for acceptance within thirty days from date hereof.

## **6. CARRIAGE:**

- (a) Unless otherwise specified, prices quoted are "free Johannesburg, Pretoria, Cape Town and Durban"
- (b) All other delivery or transport costs by rail, road or air are for the client's account.

## **7. DELIVERY:**

- (a) Delivery times are estimated as accurately as possible and the Company will use its best endeavours to adhere to such estimated times. However delivery times are not guaranteed unless otherwise agreed by the Company in writing. Accordingly, the Company shall not be liable for any delays, which are not so guaranteed. Delivery times are also subject to revision without notice and the Company cannot accept any liability for late deliveries. The period specified for delivery on the Company's quotation: Shall commence from final settlement of details and specifications, and not from the date of order, tender or contract.
- (b) Goods required to be delivered by the Company shall be received, off-loaded, stored and protected by the client and thereafter shall be at the client's risk.

## **8. END USE:**

The suitability of the goods for the use contemplated by the client is the sole responsibility of the client and the Company shall in no way be responsible for the suitability of the goods sold for any particular end use.

## **9. VARIATION:**

No variation of these conditions shall be binding on the Company unless such variation is agreed to in writing by the Company.

## **10. RISK:**

- (a) All goods shall be at the Company's risk until delivery in terms of their order unless otherwise agreed to in writing by the Company.
- (b) All goods duly delivered to clients shall be at the client's risk.

## **11. DAMAGE, SHORTAGE OR LOSS INTRANSIT:**

The Company does not accept responsibility for any damage, shortage or loss, unless either:

- (a) Damage or shortage is notified in writing both to the Company and to the carriers within 7 days of receipt of goods and the relevant waybills/consignment notes have been endorsed accordingly by the consignee.

Directors: S. Farrell (Brit), G.D. Watkins

(b) Non-delivery (in the case of total loss) is notified both to the Company and to the carriers within 10 days of the date of despatch mentioned by the Company's advice note or invoice.

**12. DEFECTS:**

(a) The Company will use its best endeavours to ensure that goods are supplied in working order to their specifications.

(b) The Company shall not be liable for any express or implied warranties or representations, defects or delays and the Company shall have no liability whatsoever in respect of any defect in the goods whether of design workmanship or material or otherwise and in particular the Company shall not be liable for any loss or damage whether arising directly or indirectly from any defect in the goods sold nor shall the Company be liable in any way whatsoever for loss of profits and/or consequential damages.

**13. RETURN OF GOODS FOR CREDIT:**

(a) Goods may only be returned for credit if authorized by the Company. An authorisation number must be received by the client.

(b) The Company will only consider accepting back goods for credit, if notified by the client in writing within 14 days after date of invoice.

(c) The Company shall be entitled at its discretion to charge a 20% handling charge on goods returned for credit.

**14. RESPONSIBILITY:**

It shall be the client's sole responsibility to make himself familiar with regulations which concern the use of the goods ordered, and the Company cannot be held responsible for any penalties or restrictions resulting from contravention of any Government or other regulation. All goods offered ex stock are offered subject to them being unsold on receipt of order.

**15. NO CESSION OR ASSIGNMENT:**

No part of the tender or quotation or any order or contract arising the reform may be ceded or assigned by the client without prior consent in writing of the company.

**16. TOLERANCES:**

All goods will be made within manufacturing limits and tolerances, which are responsible in the trade, but if special accuracy is required, the Client must state maximum and minimum limits.

**17. FORCE MAJEURE:**

Delays in or failure of performance by the Company shall not constitute default herein or give rise to claims for damages if and to the extent that such delay or failure is caused by force majeure which is defined herein as occurrences beyond the reasonable, practical, economic or business control of the Company, and which, by the exercise of reasonable diligence the Company would not normally have been able to prevent, including therein, but not by way of limitation, decrees of government, Act of God, strikes or other concerted act of workmen, fires, floods, explosions, riots, civil commotion's, war, rebellion, sabotage, disruption of manufacture or commerce for political or other reasons.

**18. TERMINATION:**

The Company shall be entitled to cancel any order and/or contract without prejudice to its right to claim damages for any loss or expense suffered by it whether caused directly or indirectly if the Client after having been given 10 days written notice to make good any default-

(a) Fails to adhere to any of these conditions; or

(b) Fails to make payment on due date of any monies due by it.

**19. MAGISTRATE'S COURT JURISDICTION:**

The Client and the Company agree that the Company shall be entitled at its option to institute any legal proceedings in connection with a tender or any contract arising out of it in the Magistrate's Court of the Republic of South Africa and the client hereby agrees and consents to such jurisdiction.

**Note:**

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