

# ACDC DYNAMICS (PTY) LTD

REGISTRATION No.: 2018/631621/07 • VAT No.: 4290140500

## GAUTENG

26 Nguni Drive  
Longmeadow Business  
Estate West  
Edenvale  
Gauteng  
010 202 3300  
info@acdc.co.za

## GERMISTON

Sharland Street  
Driehoek  
Germiston  
Gauteng  
011 418 9600  
germiston@acdc.co.za

## PINETOWN

Unit 10  
Pine Industrial Estate  
Pineside Road  
New Germany  
KwaZulu-Natal  
031 700 4215  
kzn@acdc.co.za

## RIVERHORSE

6 Riverhorse Close  
Riverhorse  
Valley Business Estate  
Durban  
KwaZulu-Natal  
031 492 4800  
rvh@acdc.co.za

## CAPE TOWN

8 Paarden Eiland Road  
Paarden Eiland  
Cape Town  
Western Cape  
021 492 2000  
cape@acdc.co.za

Application Ref:

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Account Number:

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## Trading Facilities Application Form

Account facilities are offered to companies who a) qualify for a direct account in terms of our distribution policy and b) who purchase regularly, at least every second month and c) whose annual purchases from ACDC Dynamics (Pty) Ltd will exceed R50,000.00 (fifty thousand rand) (this figure may be amended from time to time). Applications may be referred to our nearest Distributor or Franchise. Should an account not be used for 6 months, the terms of the account will be changed to COD and if inactive for 12 months, will be closed. Please complete the form fully and email it to us so that processing can commence. However, we do require the original signed copy before any credit facilities can be opened. We can collect this if within our delivery area. To arrange this, or if you require further information, contact our Branch or Sales Manager.

In order to help us process your application timeously, please make sure to include the following paperwork with your credit application:

1. I.D documents of all active directors
2. Company Registration document/ notice of incorporation
3. VAT Registration document
4. Proof of business address (invoice/utility bill/ lease agreement/contract)
5. Banking details (bank letter or cancelled cheque)
6. Authorization page (also attached) to be completed)

**Attachments required:** Please tick relevant box

Conditions of Sale initialed

Deed of Suretyship signed

### 1. Business Name:

Account Name (Trading name) ..... (Pty) Ltd / CC

Registered Name: (if different from above) .....

Type of Company

CC	(PTY) Ltd	Sole Proprietor	Other:
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Registration Number: ..... VAT No: .....

Date Business Began: ..... Number of employees: .....

Has the business changed its name in the last 5 years?

If yes, date of change: ..... / ..... /20..... Previous name: .....

Your website: www.....

Are you currently using/purchasing ACDC products? Yes  No

If yes, name of supplier: \_\_\_\_\_

### 2. Business Activity:

Nature of Business: \_\_\_\_\_

Description of your Business, relative to the products you intend to purchase from ACDC Dynamics (Pty) Ltd.

**Select the one which best describes your business.** If more than one, double tick the dominant one in blocks A-L

A	<b>End user</b>	<p><b>Using the Products for own use, home, office, factory, mine.</b></p> <p>Number of electricians: <input type="text"/></p> <p>Is there any reason why you could not purchase our product from a Distributor or Franchise, if closer to you? .....</p>
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B	<b>Electrical Contractor</b>	<b>Installing our products into your clients building, machine or plant.</b> Number of installation teams: _____  Is there any reason why you could not purchase our product from a Distributor or Franchise, if closer to you? .....
C	<b>Reseller</b>	<b>Carrying stock of our type of product and selling our product to your client without benefiting or installing it.</b>
D	<b>Electrical Wholesaler</b>	<b>A Company with a trade counter who carries stock of conduit, wire and industrial electrical equipment.</b> Number of internal sales staff: <input type="text"/> Number of field sales staff: <input type="text"/> Existing Product agencies or distributorships: .....
E	<b>Lighting Retailer or Specialist company</b>	<b>Wholesaler or retailer specializing in lighting.</b> Manufacturer <input type="text"/> Installation contractor <input type="text"/> Number of installation crews <input type="text"/> Retailer <input type="text"/> Number of outlets <input type="text"/>
F	<b>Swimming Pool Industry</b>	Manufacturer <input type="text"/> Installation contractor <input type="text"/> Number of installation crews <input type="text"/> Retailer <input type="text"/> Number of outlets <input type="text"/>
G	<b>Irrigation Industry</b>	Pump Manufacturer <input type="text"/> Installation contractor <input type="text"/> Number of installation crews <input type="text"/> Retailer <input type="text"/> Number of outlets <input type="text"/>
H	<b>Hardware Store</b>	Number of Stores: <input type="text"/>
I	<b>Retail Store</b>	Excluding lighting and Hardware specialists above. Number of outlets: <input type="text"/>
J	<b>Building Industry</b>	Developers <input type="text"/> Contractors <input type="text"/>
K	<b>OEM</b>	<b>Original Equipment Manufacturer incorporating our products within your product which you sell and or install.</b> Number of panel wiremen/ electricians: <input type="text"/> Description of products being manufactured.....
L	<b>Panel Builder</b>	<b>An OEM specializing in the design and supply of control panels, distribution boards or MCC's</b> Number of panel wiremen: <input type="text"/>
M	<b>Security Provider</b>	<b>Installing our products into your clients building, machine or plant.</b> Number of installation teams: <input type="text"/>  Is there any reason why you could not purchase our product from a Distributor or Franchise, if closer to you? .....

# Trading Facilities Application

### 3. Invoice & Payment Details:

Estimated average monthly value of your total Electrical products purchases R.....

Credit limit applied for R..... (in words) .....

Choice of financial period end: 25<sup>th</sup>  or Month end

**Method of payment:** *Please tick the relevant box*

Electronic Fund Transfer  Cash

*NOTE: No settlement discount is applicable for accounts paid by credit card.  
: Cheques are not accepted as a tender type.*

### 3.1 National Account:

If multiple delivery points are required for one account, 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 Credit Manager for further details.

### 3.2 Banking details:

Bankers: ..... Branch: .....

Account number: .....

### 3.3 Invoice and Statement email address: *NOTE: Statements and credit notes are emailed. Invoices accompany the delivery note and goods.*

Statement email address: .....

Statement email address: .....

### 3.4 Postal Address of Business:

Are your Business premises  Owned  Leased

..... If leased, name of the landlord: .....

..... Postal address of landlord: .....

.....

.....

Country (if outside RSA)..... Physical Address of landlord: .....

.....

### Physical Address of Business:

.....

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

.....

.....

.....

Country (if outside RSA).....

**3.5 Creditors Clerk:**

Name: .....

Direct Tel: .....

Direct Mobile: .....

Direct email: .....

**3.5 Creditors Supervisor**

Name: .....

Direct Tel: .....

Direct Mobile: .....

Direct email: .....

**3.6 CEO:**

Name: .....

Direct Tel: .....

Direct Mobile: .....

Direct email: .....

**3.7 Financial Director**

Name: .....

Direct Tel: .....

Direct Mobile: .....

Direct email: .....

**3.8 Sales Manager:**

Name: .....

Direct Tel: .....

Direct Mobile: .....

Direct email: .....

**4. Delivery and Purchase Details:**

**4.1 Purchaser:**

Name: .....

Direct Tel: .....

Direct email: .....

**4.2 Additional contact:**

Name: .....

Direct Tel: .....

Position: .....

Direct email: .....

**4.3 Buying Preferences:** *Please tick relevant box*

Web on-line     Email     Telephone     Visit

Do you permit verbal orders to be placed on your account?    Yes    Yes    No

Do you permit partial shipments, with back orders to follow when available?    Yes    No

**4.4 Automated Services required:**

Email address for automatic order acknowledgement .....

Email address for automatic notification when your goods are invoiced and ready for dispatch     Yes     No

.....

# Trading Facilities Application

**4.5 Delivery address:** (if different to physical address given in 3.4)

**Additional delivery addresses:**

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

Attached list

**4.6 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)

Radius from Branch: .....

**4.7 Courier name:** .....  
Contact: .....  
Tel: .....  
Email: .....

**Courier Address:** .....  
.....  
.....  
Service required (e.g. economy or express) .....  
Account number: .....

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## 5. Management:

### Owners / Director/ Members of Business:

5.1 Name: .....  
ID Number: .....  
Residential address: .....  
.....  
.....

5.2 Name: .....  
ID Number: .....  
Residential address: .....  
.....  
.....

5.3 Name: .....  
ID Number: .....  
Residential address: .....  
.....  
.....

5.4 Name: .....  
ID Number: .....  
Residential address: .....  
.....  
.....

# Trading Facilities Application

## 6. Trade References:

6.1 Company: .....  
Address: .....  
.....  
.....  
.....  
Tel: .....  
Email: .....

6.3 Company: .....  
Address: .....  
.....  
.....  
Tel: .....  
Email: .....

### Current Electrical suppliers: *If not offered as trade references*

6.2 Company: .....  
Address: .....  
.....  
.....  
.....  
Tel: .....  
Email: .....

1. ....  
2. ....  
3. ....

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## 7. National Credit Act 34 of 2005 – Section 4

I/We the applicant/s, hereby confirm that our asset value or annual turnover, as at the date of this Trading Facilities Application is:

- a) equals or exceeds R1 000 000.00; or
- b) does not equal or exceed R 1 000 000.00

Asset Value or Annual Turnover: R \_\_\_\_\_

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## 8. Acknowledgement

I, the undersigned (*Full names in block letters*) .....

In my capacity as ..... 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 authorized by the applicant 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 ACDC Dynamics (Pty) Ltd Terms & Conditions of Sale as set out in this document.
5. Authorize ACDC Dynamics (Pty) Ltd to contact the above Trade references and to share information on demand.

Dated at: ..... this ..... day of ..... 20.....

As witness

.....

1. ....

For Applicant (*he/she being duly authorized hereto*)

2. ....

# Trading Facilities Application

## 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 ACDC Dynamics (Pty) Ltd ('ACDC') and any other party involved in purchasing goods and services ('the Purchaser').

The written contract, together with these Conditions, embodies the entire understanding between the parties. No additional promises, conditions or terms may be added except in the form of a written alteration to the contract to be signed by both parties. Should one or more of these Conditions be invalid, the remaining Conditions as applicable shall remain in force unless otherwise agreed in writing. The contract shall, in all respects, be in conformity with laws of the Republic of South Africa.

### VALIDITY

- 1 All quotations shall be valid for acceptance during the period stated in the tender.
- 1.1 If no period is stated, the following shall apply:
  - 1.1.1 Written quotations shall have a validity period of 7 days from the date of the quotation.
  - 1.1.2 Telephonic or verbal quotations shall have a validity of 24 hours. Quotations may be withdrawn prior to acceptance. In the event of the order being placed after the expiry of the quotations' validity date, the order shall be subject to ACDC Dynamics (Pty) Ltd written confirmation. The tender is given as a whole and is indivisible unless otherwise agreed by ACDC Dynamics (Pty) Ltd.

### ACCEPTANCE

- 2 The acceptance of any tender must be accompanied by sufficient information in writing to enable ACDC Dynamics (Pty) Ltd to proceed with the execution of the order immediately, failing which, ACDC Dynamics (Pty) Ltd 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).
- 2.1 Any goods supplied for sample purposes on a 'Sale or Return' basis, must be returned to ACDC Dynamics (Pty) Ltd, carriage paid, within one month from date of receipt, or the full value of the invoice will be due for payment.

### PACKING

- 3 Unless otherwise specified, ACDC Dynamics (Pty) Ltd prices includes packing in accordance with its standard practices.

### LIMITS OF CONTRACT

- 4 The quoted price includes only such goods, accessories and work as are specified therein.

### DRAWINGS, TECHNICAL & COMMERCIAL LITERATURE

- 5 All descriptive and shipping specifications, drawings and particulars of masses and dimensions submitted with ACDC Dynamics (Pty) Ltd quotation are approximate only, and the descriptions prices, illustrations, dimensions, standards, performance data and information contained in ACDC Dynamics (Pty) Ltd 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.
- 5.1 After acceptance of ACDC Dynamics (Pty) Ltd quotation, a set of certified drawings can be made available if applicable. All designs, and the copyright in all drawings, technical specifications, information and memoranda furnished by ACDC Dynamics (Pty) Ltd shall remain its property.

### PERFORMANCE

- 6 Any performance figures published by ACDC Dynamics (Pty) Ltd are based upon its experience and are such as it expects to obtain on test in a test environment.
- 6.1 ACDC Dynamics (Pty) Ltd accepts no liability for damages for failure to attain such figures unless it has specifically guaranteed the performance figures, subject to the recognized applicable tolerances.
- 6.2 The Purchaser assumes responsibility that the goods stipulated by it are sufficient and suitable for its purpose. The Purchaser shall be

responsible for all discrepancies, errors, omissions or ambiguities in drawings and other particulars supplied by it.

- 6.3 In the event of ACDC Dynamics (Pty) Ltd being prevented from fulfilling its obligations due to any cause beyond its control, ACDC Dynamics (Pty) Ltd shall be entitled to terminate any part of the contract affected, or, if necessary, the whole contract, at its sole discretion. In either event, ACDC Dynamics (Pty) Ltd shall not be liable for any damages whatsoever sustained by the Purchaser as a result. In such an event, ACDC Dynamics (Pty) Ltd shall be entitled to payment in respect for goods and services already supplied and goods already manufactured or ordered.

### DELIVERY

- 7 This shall be made at the place specified in the quotation and excludes off-loading and positioning unless otherwise stated.
- 7.1 ACDC Dynamics (Pty) Ltd shall have the right to effect partial deliveries unless otherwise specified.
- 7.2 Failure by ACDC Dynamics (Pty) Ltd to be able to make any delivery, or part delivery, shall not entitle the Purchaser to cancel the outstanding balance of the order unless the Purchaser has given ACDC Dynamics (Pty) Ltd reasonable opportunity to remedy.
- 7.3 Should the Purchaser fail to take delivery within a reasonable time, ACDC Dynamics (Pty) Ltd shall be entitled to claim costs from the Purchaser and cancel the remaining value of the contract.

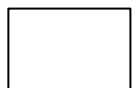
### OWNERSHIP

- 8 Risk in the goods shall pass on delivery, but ownership remains vested in ACDC Dynamics (Pty) Ltd until the invoice has been paid in full.
- 8.1 In respect of goods purchased for resale, the Purchaser shall sell that stock which has been in its possession longest and its accounting shall reflect this position and be on the FIFO basis, and it shall be deemed accordingly for the purpose of the contract.

### LIABILITY FOR DELAY

- 9 All dates quoted for delivery by ACDC Dynamics (Pty) Ltd are based upon information available at the time of preparing the quotation and are dependent upon ACDC Dynamics (Pty) Ltd 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.
- 9.1 All delivery dates are estimates and ACDC Dynamics (Pty) Ltd shall not be liable for late delivery unless specifically agreed in writing.
- 9.2 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 Purchaser or by industrial dispute or by reason of Force Majeure, or by any cause whatsoever beyond ACDC Dynamics (Pty) Ltd reasonable control.
- 9.3 A contract shall not be cancelled on the grounds of ACDC Dynamics (Pty) Ltd delay unless ACDC Dynamics (Pty) Ltd shall have first received reasonable notice of the Purchaser's intention to insist on adherence to the contractual delivery dates, thus affording ACDC Dynamics (Pty) Ltd a reasonable opportunity to remedy the situation.

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## VARIATIONS & SUSPENSIONS

- 10 Prices quoted may be fixed, subject to foreign exchange, Contract Price Adjustment (CPA) or other conditions as stipulated in the quotation.
- 10.1 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 Purchaser. Where a CPA formula is applicable, a certificate issued by ACDC Dynamics (Pty) Ltd Auditors, acting as experts and not as arbitrators, as to the variations in ACDC Dynamics (Pty) Ltd costs shall be binding upon the Purchaser. In the event of variation of work on the Purchaser's instructions, or lack thereof, ACDC Dynamics (Pty) Ltd shall be entitled to increase the contract price by a sum of money sufficient to cover the extra expenses incurred by ACDC Dynamics (Pty) Ltd as a direct or indirect consequence of such variation(s).
- 10.2 In the event of suspension of work, or delay of delivery date(s) by the instruction of the Purchaser, or its agent, or failure by the Purchaser, or its agent, to provide ACDC Dynamics (Pty) Ltd timeously 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.
- 10.3 ACDC Dynamics (Pty) Ltd reserves the right to either invoice progress payments to cover the costs of materials and labor incurred to date or increase the contract price to cover costs involved including the cost of finance required.

## TERMS OF PAYMENT

- 11 Unless otherwise stated in the quotation or otherwise agreed in writing, all payments will be in the currency of ACDC Dynamics (Pty) Ltd 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.
- 11.1.1 ACDC Dynamics (Pty) Ltd 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 ACDC Dynamics (Pty) Ltd 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 ACDC Dynamics (Pty) Ltd local bank account.
- 11.2 ACCOUNT SALES, with the exception of sales covered by 11.3, to Purchasers with approved account facilities, are payable in full on or before the end of the month following that month during which ACDC Dynamics (Pty) Ltd invoice was raised. In order to qualify for any settlement discount offered, payment must be received by ACDC Dynamics (Pty) Ltd 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 ACDC Dynamics (Pty) Ltd 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, ACDC Dynamics (Pty) Ltd 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 Purchaser'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 Purchaser unless such counter claims are accepted by ACDC Dynamics (Pty) Ltd in writing. The obligation of ACDC Dynamics (Pty) Ltd under the contract may only be enforced in the event of the Purchaser having made all payments timeously and not having breached any of the other terms or conditions of the contract.

## ARREARS

- 12 Should the Purchaser's account remain unpaid after the end of the month following that month during which the invoice was raised, ACDC Dynamics (Pty) Ltd reserves the right to withhold further supplies until the arrears are paid and that ACDC Dynamics (Pty) Ltd is satisfied of

the Purchaser's continued credit worthiness. While supplies are being withheld, goods may not be supplied as 'cash sales' as the monies received by ACDC Dynamics (Pty) Ltd will be deemed to be in part payment of the oldest debt(s)

- 12.1 **The NCA does not apply to this Agreement at all if the Purchaser is a juristic person – with an asset value or annual turnover equal to or exceeding R1 000 000 (one million rand); or with an asset value or annual turnover less than R1 000 000 (one million rand), or the value of the goods purchased equals or exceeds R250 000 (two hundred and fifty thousand rand).; In respect of sole proprietors or juristic-person purchasers that fail to meet either of the above thresholds, this Agreement will only be subject to the National Credit Act 34 of 2005 if interest is levied and 20 (twenty) days have elapsed since the levying of interest.**

- 12.2 Interest may be charged by ACDC Dynamics (Pty) Ltd on all overdue amounts at a rate of 2% per month. A certificate from any ACDC Dynamics (Pty) Ltd 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. ACDC Dynamics (Pty) Ltd passes onto the Purchaser all conditions and benefits of the Principal's guarantee. In all cases, the Principal will, at its expense and through ACDC Dynamics (Pty) Ltd, 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 ACDC Dynamics (Pty) Ltd to the Purchaser.

- 13.1.1 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 ACDC Dynamics (Pty) Ltd, as required by the Principal.

- 13.1.2 The Purchaser alone is responsible for any costs of removal and re-installation, packaging, insurance and transport of the goods to and from ACDC Dynamics (Pty) Ltd premises. ('Agency' covers all formal agreements where ACDC Dynamics (Pty) Ltd represents the Principal as an Agent/Dealer/Distributor/Stocker, or where ACDC Dynamics (Pty) Ltd 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 ACDC Dynamics (Pty) Ltd.

- 13.3 Manufactured products (manufactured by ACDC Dynamics (Pty) Ltd) are covered by a guarantee equivalent to 13.1 where ACDC Dynamics (Pty) Ltd becomes the Principal, for the product as a whole item. In respect of goods designed by the Purchaser, or its agent,

- 13.3.1 ACDC Dynamics (Pty) Ltd 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 Purchaser shall not be entitled to cancel the contract by virtue of any defects occurring in the goods.

## CONSEQUENTIAL DAMAGES

- 14 All goods are supplied and all work is done on the condition that ACDC Dynamics (Pty) Ltd shall in no way be liable to the Purchaser 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.

## SHORTAGES IN DELIVERY & DAMAGE IN TRANSIT

- 15 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, ACDC Dynamics (Pty) Ltd will replace or repair, free of charge, goods damaged in transit to the point of delivery.

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## **16 RETURNS**

- 16.1 Equipment correctly supplied by ACDC Dynamics (Pty) Ltd to the Purchaser in accordance with the Purchaser'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 Purchaser or its agent or representative. Warranty claims must be accompanied by a copy of ACDC Dynamics (Pty) Ltd original invoice or delivery document.
- 16.3 Before any goods can be returned for credit, written authorization must be obtained from ACDC Dynamics (Pty) Ltd Branch or Sales Manager. Goods must be sent to ACDC Dynamics (Pty) Ltd by the Purchaser under cover of a suitable returns note, duly authorized, together with a copy of ACDC Dynamics (Pty) Ltd original invoice or delivery note specifying the full reason for return and details of any replacement equipment ordered.
- 16.4 Any authorization 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.
  - 16.4.1 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.
  - 16.4.2 Non-Returnable equipment includes those purchased over 30 days: cut lengths of cable, wire or rope, equipment specially imported or manufactured for the Purchaser, locally purchased standard equipment, subject to the original suppliers conditions, other equipment as specified by ACDC Dynamics (Pty) Ltd in the quotation as non-returnable.
- 16.5 ACDC Dynamics (Pty) Ltd 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.
  - 16.5.1 Standard stock items - 15% up to 30 days, 25% over 30 days. Over 90 days, goods not returnable. Test Instruments - up to 50%
  - 16.5.2 Locally sourced specially purchased standard equipment - subject to the original suppliers' conditions.

## **CANCELLATION**

- 17 ACDC Dynamics (Pty) Ltd shall have the right to terminate the contract if: the Purchaser 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 Purchaser breaches any of the terms or conditions of the contract.
  - 17.1 Termination of the contract would be without prejudice to ACDC Dynamics (Pty) Ltd rights and claims for such damages as it has sustained as a result of the breach of contract. Failure of ACDC Dynamics (Pty) Ltd to react to a breach of the contract by the Purchaser may not be construed as a waiver by ACDC Dynamics (Pty) Ltd of any of its rights in terms of the contract.
  - 17.2 Upon cancellation of the contract of any reason, all amounts owing by the Purchaser of ACDC Dynamics (Pty) Ltd in terms of the contract shall immediately become due and payable.

## **JURISDICTION OF THE MAGISTRATES COURT**

- 18 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 exercising jurisdiction over ACDC Dynamics (Pty) Ltd registered address, notwithstanding that the claim or value of the matter in dispute might exceed the jurisdiction of the Magistrates Court exercising jurisdiction.
  - 18.1 All costs incurred by ACDC Dynamics (Pty) Ltd in enforcing its rights under the contract against the Purchaser shall be borne by the Purchaser including costs on the Attorney and Client scale.

## **19 DOMICILIA:**

- 19.1 The Sellers and the Purchaser hereby record the addresses at the bottom of this Agreement as their addresses in the Republic which they select as their respective domicilia citandi et executandi for the service of any notice or demand.
- 19.2 Notice of a change of address shall be given in writing and shall be delivered or sent by prepaid registered post by one party to the other.

Initial

# DEED OF SURETYSHIP

I/We, the undersigned: (Full names) \_\_\_\_\_

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, company, partnership, trust etc.)  
(Hereinafter referred to as "the DEBTOR") Unto and in favour of:

**ACDC DYNAMICS (PTY) Ltd**  
(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 / WE 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 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 the debtor 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 the debtor 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. 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. 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.
8. 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.
9. Furthermore, notwithstanding the death or legal disability of the debtor, 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 the debtor, notwithstanding that it may or may not in any whole or part have ceased to be binding on the debtor.
10. 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 the debtor 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.
11. I/We choose *domicilium citandi et executandi* for all purposes herein at the above address set out against my/our name.
12. All notices addressed to the debtor by prepaid registered post to my *domicilium* address above shall be deemed to have been delivered to the debtor 5 (FIVE) days after such posting thereof, alternatively, if delivered by hand, on the date of the said delivery.
13. Each of the obligations and undertakings assumed by the debtor 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.
14. 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 over the registered address of the CREDITOR in respect of any action against the debtor arising here from. The CREDITOR shall nevertheless, in its discretion, be entitled to institute proceedings in the Supreme Court or any other Court of competent jurisdiction.

**THUS DONE and SIGNED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SURITY'S 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.**

STATEMENT OF ASSETS AND LIABILITIES

	R (only)
<b>LIABILITIES</b>	
Bonds:	
Due to Bank:    overdraft	
Due to other Banks	
Bills payable	
Sundry creditors	
Hire purchase agreements	
Loans	
Income Tax	
Other	
Surplus	
<b>TOTAL</b>	

	R (only)
<b>ASSETS</b>	
Fixed Property:	
Vehicles, machinery	
Furniture	
Bonds	
Book debts	
Stock in trade	
Produce	
Livestock	
Shares	
Cash	
<b>TOTAL</b>	

Contingent liabilities as guarantor, etc. Details	R
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Contingent assets: life policies, etc. Details	R
Annual income (salary and other)R	

I/We \_\_\_\_\_ signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

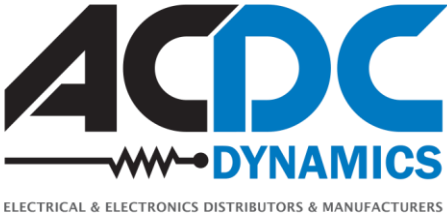
Signature \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

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



# ACDC DYNAMICS (PTY) LTD

REGISTRATION No.: 2018/631621/07 • VAT No.: 4290140500

**GAUTENG**

26 Nguni Drive  
Longmeadow Business  
Estate West  
Edenvale  
Gauteng  
010 202 3300  
info@acdc.co.za

**GERMISTON**

Sharland Street  
Driehoek  
Germiston  
Gauteng  
011 418 9600  
germiston@acdc.co.za

**PINETOWN**

Unit 10  
Pine Industrial Estate  
Pineside Road  
New Germany  
KwaZulu-Natal  
031 700 4215  
kzn@acdc.co.za

**RIVERHORSE**

6 Riverhorse Close  
Riverhorse  
Valley Business Estate  
Durban  
KwaZulu-Natal  
031 492 4800  
rvh@acdc.co.za

**CAPE TOWN**

8 Paarden Eiland Road  
Paarden Eiland  
Cape Town  
Western Cape  
021 492 2000  
cape@acdc.co.za

We/I the undersigned

Full name and surname: \_\_\_\_\_

ID Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Hereby give my consent to ACDC Dynamics to conduct a credit check/credit history reference on:

Company Name: \_\_\_\_\_

We/I warrant that we/I are duly authorized to give this authority.

Thus Done and signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS FOR \_\_\_\_\_ (HEREINAFTER REFERRED TO

AS "THE COMPANY") PASSED AT \_\_\_\_\_ (Place) ON \_\_\_\_\_ (Date)

**IT IS RESOLVED:**

THAT the company enters into an application for credit facilities with ACDC DYNAMICS (PTY) LTD.

**IT IS FURTHER RESOLVED THAT:**

\_\_\_\_\_ (name) be authorised to, on behalf of the company, to sign all relevant documentation, which may be necessary to bind the company.

\_\_\_\_\_  
CHAIRMAN OF THE MEETING