



**Switchback Sports (PTY) LTD**

Registration Number: 2016/410074/07

Vat Number: 4770278184

Address: 55a Bell Road, Kenilworth,  
Cape Town, 7708

Contact + 27 (0) 83 379 2314

Email info@switchbacksports.co.za

**New Dealer Application – COD**

Store name:	
Registration Number:	
VAT Number:	
Person Responsible for Account:	
Email:	
Phone :	
Sales contact:	
Email:	
Phone:	
Additional emails for B2B access :	
Delivery address:	
Special delivery instructions:	
Website/social media:	
Do you want to receive stock updates and news?	

## GENERAL TERMS AND CONDITIONS

All invoices are payable strictly on a prepayment basis. The CUSTOMER agrees to adhere to these terms. All payments, unless otherwise agreed to be the SELLER, will be made by means of 'Electronic Funds Transfer' (EFT). Payment is deemed to have been made when available in the bank account of the SELLER.

### Switchback Sports (PTY) LTD Banking Details

Name: Switchback Sports

Frist National Bank: Cheque

Account Number: 62654277469

Branch: 211217

## GENERAL TERMS AND CONDITIONS

1. In these conditions:-

1.1. "the SELLER" means Switchback Sports (PTY) LTD

1.2. "the CUSTOMER" means any individual firm, company or other person with whom the SELLER contracts.

1.3. the singular number shall include the plural unless a contrary or other intention is clearly indicated.

2. All quotations, accepted of CUSTOMERS' orders and all sales by the SELLER are expressly limited to and made conditional upon the customers' acceptance of and assent to the following Conditions of sale, notwithstanding receipt of, or acknowledgement of the customers' order form or stipulations containing additional or different provisions or conflicting oral representations by any agent or employee of the company.

3.

3.1. Prices are per unit and are payable in South African currency unless otherwise expressly stated.

3.2. If at any time payment by the CUSTOMER shall be overdue then without prejudice to any other legal remedy, the SELLER may defer further deliveries until payment is made, alternatively may cancel the contract and recover from the CUSTOMER payment of all monies then due or, owing and payment of such damages as the SELLER may have sustained.

3.3. The SELLER may from time to time allow discounts or alternatively rebates as specifically agreed upon provided that such amounts shall not be allowed on any goods dispatched if payment for any goods whatsoever invoiced prior thereto are overdue.

3.4. The SELLER shall charge the CUSTOMER interest up to 2% (two percent) per month above the prime bank lending rate subject to the maximum legal lending rate on all accounts outstanding from the due date provided, however, that nothing herein contained shall be interpreted as obliging the SELLER to afford the CUSTOMER any such indulgence to effect payment after due date.

4.

4.1. Oral orders or orders per telephone will be executed at the CUSTOMER'S risk only. Such orders must be confirmed in writing otherwise on responsibility for errors can be accepted.

4.2. No orders shall be countermanded except with the consent of the SELLER and on terms which will indemnify it against all losses.

5.

5.1. Unless otherwise stated deliveries shall be effected at the SELLER'S depot.

5.2. Insofar as possible delivery shall be effected in accordance with any accepted specified date and time for delivery, it being understood that such dates or times respectively are approximate only.

5.3. Delivery of goods shall not be considered overdue until the CUSTOMER has made a request in writing for the delivery to place and afforded the SELLER reasonable opportunity to comply therewith.

5.4. Unless a claim for non-delivery of goods is made in writing within one month of the date of the date of the Statement on which charge for such goods appears no such claim will be entertained and the CUSTOMER will be deemed to have accepted in to the delivery reflected in such entry.

5.5. Where goods are to be delivered/collected as required in terms of the contract and the CUSTOMER does not accept delivery or collect as the case may be, any such goods, in such event the SELLER'S may either cancel the contract and claim from the CUSTOMER any damages, it may have sustained, alternatively at its option may enforce the contract tendering the goods in question only against payment notwithstanding any alternative terms which the SELLER may previously have afforded the CUSTOMER.

5.6. No claim of whatsoever nature shall lie against the SELLER for goods lost or damaged in transit except where the SELLER'S own vehicles are employed.

5.7. Strikes, differences with workmen, accidents to machinery, failure of usual sources of supply of materials, war civil commotion, acts of Government or quasi government or legislation or other contingencies whatsoever beyond the control of the SELLER shall be sufficient excuse for any delay or suspension of delivery. The SELLER may, after the occurrence of any such contingency, if requested in writing by the CUSTOMER, cancel the order, failing which the SELLER shall completely deliver as rapidly as possible.

5.8. No claim in respect of goods delivered/collected shall be entertained unless submitted by the CUSTOMER in writing to the SELLER within 24 (twenty four) hours of receipt of goods.

5.9. Should the CUSTOMER refuse to accept or be unable to take delivery when the goods are ready to be delivered the SELLER reserves to itself the right to invoice same for payment as if each part of the contract has been fulfilled in every particular. Storage charges will be made for goods remaining in the hands of the SELLER longer than one month after being completed for delivery.

5.10. The SELLER shall not be liable for any consequential damages for whatsoever reason. Under no circumstances shall the liability of the SELLER or its principals exceed the value of the goods supplied.

5.11. I/we by my/our signatures hereto on behalf of the Applicant bind myself/ourselves in my/our private and individual capacity/ies under renunciation of the benefit of excussion and division as surety and co-principal debtor in solidum of the Applicant for the payment to you of all amounts which may at any time become owing to you by the Applicant from whatsoever cause arising. This guarantee shall be a continuing guarantee which may only be cancelled by me/us by notice in writing to you and then only provided that all sums then owing by the Applicant to you have been paid in full.

6. The CUSTOMER undertakes in the event of the business being sold or in the event of the CUSTOMER being a company the sale of shares constituting a controlling interest in the

company, to immediately in writing advise the SELLER thereof and the CUSTOMER shall in any event remain responsible for all goods ordered in the name of the business until such time as the written notice referred to above has been given and receipt thereof acknowledged by the SELLER.

7. The CUSTOMER undertakes that it will not pass any notarial bonds over its assets or pledge or deal with them or pass cession of its debtors in the event of the CUSTOMER passing a notarial bond or ceding its debtors then and in such event the CUSTOMER shall be deemed to have ceded to the SELLER all of its interest in and to its existing debtors and future debtors such cession to be deemed to be effective the day prior to the execution of a notarial bond or a deed of cession in favour of a third party.

8.

8.1. Goods returned without the written consent of the SELLER will not be accepted for credit.

8.2. The SELLER may at its opinion, elect to accept return of the goods in which event the SELLER shall levy a handling fee equivalent to 10% (ten percent) of the selling price of the returned goods. This handling fee shall be payable by the CUSTOMER 60 (sixty) days net from date of original settlement.

9. All goods are manufactured in accordance with the SELLER'S or the SELLER'S principals standards of quality. The SELLER gives no warranty of any nature whatsoever, whether express or implied that the goods supplied for the purpose for which they are brought.

10.

10.1. In no event whatsoever will the SELLER be responsible for consequential damages of whatsoever nature or kind and howsoever nature arising including through negligence on the part of the SELLER, its agents or servants.

10.2. Each of the terms herein excluding liabilities on the part of the SELLER shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever that term shall severable and shall not affect the validity of the other terms.

11. Notwithstanding that all risks in and to all goods sold by the SELLER to the CUSTOMER shall pass on delivery as herein dealt with, ownership in all goods sold and delivered shall remain vested in the SELLER until the full purchase consideration in respect thereof shall have been paid. In the event of a breach of contract by the CUSTOMER (or if an individual), he being provisionally or finally sequestrated or surrenders his estate, or if a company be placed under an order of provisional or final judicial management or liquidation then the SELLER shall be entitled forthwith to take possession of the goods without prejudice to any future rights vested in it.

12. The CUSTOMER hereby appoints irrevocably and in rem suam the senior partner for the time being of the SELLER'S auditors as his/its agent for the purpose of issuing of a certificate, which certificate shall reflect the balance owing by the CUSTOMER to the SELLER at the date of issue. The said auditors in issuing the certificate shall be acting as the CUSTOMER'S agent and the amount certified as due thereon shall be binding upon the CUSTOMER. The certificate may be used by the SELLER in any legal proceedings instituted by the SELLER against the CUSTOMER. The certificate will, in itself, constitute an acknowledgement of indebtedness by the CUSTOMER in favour of the SELLER.

13.

13.1. The SELLER invoices and statements shall be deemed to be prima facie proof of delivery and receipt of the goods reflected thereon to the CUSTOMER. In the event of a dispute as to the quality of goods sold and delivered and their value the onus of proving that

the goods were not delivered and/or the quantity and price thereof is not in accordance with the SELLER'S claim, shall be upon the CUSTOMER.

13.2. No cession, latitude, or indulgence allowed by the SELLER to the CUSTOMER shall be construed as a waiver or abandonment of any of its rights hereunder.

13.3. If any of the terms and conditions herein contained shall be invalid the same shall not invalidate the remainder of the contract.

13.4. The SELLER shall, at its option and notwithstanding that the amount of its claim, or the nature of the release sought by it exceeds the jurisdiction of the Magistrate's Court be entitled to institute action out of such Court. Noting herein contained shall invalidate the SELLER'S right to proceed in any other Court of competent jurisdiction.

13.5. The SELLER may appropriate all payments made by the CUSTOMER to such accounts as it will in its sole and absolute discretion decide.

13.6. In the event of the SELLER referring any dispute between it and a CUSTOMER or any amount due for collection to its attorneys arising out of or connected with this contract, the CUSTOMER indemnifies the SELLER against all costs and charges and expenses incurred as between attorney and client, such indemnity shall extend to and include collection commissions as may be lawfully charged to the SELLER by its attorneys.

13.7. The address of the CUSTOMER reflected on the Application for Credit is chosen by the CUSTOMER as its DOMICILIUM CITANDI ET EXECUTANDI for all purposes hereunder, including the services of all legal and other processes.

13.8. No condition, terms, warranties, representations, agreements or undertakings not contained herein shall be binding on the SELLER unless reduced to writing and signed by an authorized Director of the SELLER.

13.9. This document constitutes the whole contract between the parties and can be varied in writing and signed by the parties hereto.

14. The head notes are for reference only and do not affect the interpretation hereof.

Customer:

I, \_\_\_\_\_ agree to and have the required authorization to

sign this document on the behalf of: \_\_\_\_\_  
in line with the terms and conditions set forth in this agreement.

\_\_\_\_\_

Sign:

\_\_\_\_\_

Date:

Seller:

Accepted on behalf of the SELLER:

\_\_\_\_\_

Sign:

\_\_\_\_\_

Date: