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DEALER APPLICATION FOR COD CLIENTS

PLEASE NOTE:

1. Dealer applications will only be approved on receipt of the original document. The relevant documentation; i.e. Identity document, Company registration documents, VAT Registration document must be attached.
2. This application consists of 2 parts all of which must be completed.
3. Every page must be initialled by every signatory.

We only accept the following forms of payment –

EFT payments

No Cheques are accepted for payment

Kind Regards,

Director

**ORION AUDIO VISUAL PTY LTD
DEALER APPLICATION FOR A BUSINESS COD ACCOUNT**

BUSINESS CONTACT INFORMATION			
Company name		Date business commenced	
Phone Fax		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
E-mail			
Registered company address City, Code			
Company registration number			
VAT registration number			
BUSINESS AND CREDIT INFORMATION			
Primary business address City, Code		Bank name:	
How long at current address?		Account name	
Are the premises Rented / Owned		Branch / Number	
If Rented Landlord Address		Account number	
Tel No		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Cheque <input type="checkbox"/> Other
Company Tel No			
Fax			
E-mail			
ACCOUNTS/ FINANCE INFORMATION			
Accounts Contact		Tel no	
Address		Fax	
City, Code		E-mail	
Postal Address			
City, Code			
Auditors Name		Contact Person	
Address		Tel No	
AGREEMENT			

All invoices are to be paid by EFT in advance (funds must reflect in our bank account) before goods can be released. Claims arising from invoices must be made within 7 working days in writing thereafter a 15% Handling fee will be charged.

No credits will be passed without proof of purchase, and returned in complete packaging and undamaged.

By submitting this application, you authorize ORION AUDIO VISUAL PTY LTD to make inquiries into the Banking / business/trade references that you have supplied.

I/We certify that the details are true and correct in each and every respect.

Further, I/ We acknowledge and accept your terms as per attached Terms & Conditions and confirm that it was read and fully understood.

Full Name: _____ Signature: _____ Date: _____

Initial

ORION AUDIO VISUAL PTY LTD
DEALER APPLICATION FOR A BUSINESS COD ACCOUNT

OTHER INFORMATION			
Full name/s of Director/s, Shareholder/s, and Principle Owner/s			
Name / Title		Name / Title	
Residential Address		Residential Address	
ID No		ID No	
Contact No		Contact No	
OTHER INFORMATION			
Full name/s of Director/s, Shareholder/s, and Principle Owner/s			
Name / Title		Name / Title	
Residential Address		Residential Address	
ID No		ID No	
Contact No		Contact No	
BEE Status	Level :	Unknown :	
FOR OFFICE USE ONLY			
Checked by		Account Approved	
Full Name / Title		Full Name / Title	
		Credit Approved	
Date		Date	

Initial

TERMS & CONDITIONS – ORION AUDIO VISUAL (PTY) LTD

ALL and any goods sold (hereinafter referred to as “the goods”) by Orion Audio Visual (Pty) Ltd. (Hereinafter referred to as “the Seller”) shall be sold to the purchaser (hereinafter referred to as “the Purchaser”), who shall purchase such goods, subject to the terms and conditions set out hereunder:

1. All prices quoted is Nett and only for delivery in Gauteng with a radius of 60km arranged well in advance. Any other delivery must be arranged by the Purchaser with his own courier or collected from the Seller. All prices quoted excludes Value Added Tax. Due to the import nature of goods all prices will only be valid as per quote or a maximum of 30 days from date of quote.
2. The Seller’s terms are strictly COD – No goods will be released before payment reflects in our bank account.
3. All risk of loss, damage or destruction in and to the goods shall pass to the Purchaser on delivery of the goods to the Purchaser.
4. Ownership in respect of any goods, whether supplied or installed, sold by the Seller to the Purchaser is reserved to the Seller until such time as payment of all amounts due owing and payable by the Purchaser to the Seller from whatsoever cause arising, have been paid to the Seller in full. If the premises is rented the Purchaser shall inform the landlord where the goods are delivered to and stored that it remains the property of the Seller and the Seller’s rights therein. The Purchaser shall inform the Seller of the name and address of the Landlord. The risk in the goods shall pass to the Purchaser upon delivery / collection of the goods.
5. Notwithstanding any clause or statement dealing with deliveries, guarantees or service, the acceptance of goods supplied under these conditions of sale indemnifies the Seller and its employees from any responsibility for any loss or damage which may result from any defect or failure of the equipment or of the system, for any reason whatsoever, while in service.
6. Without derogating from the generality of any of the provisions hereof, the Seller shall not at any time be liable for any claims for direct or consequential loss or damage which may be sustained by the Purchaser or for any claims made by any other person whatsoever in connection with this Agreement or the use of the goods and the Purchaser hereby indemnifies the Seller against all such claims.
7. Goods are guaranteed for 12 (twelve) months from date of invoice against any defect attributable to faulty workmanship or materials, except otherwise specified or original suppliers guarantee applies. It excludes normal wear and tear and malicious damage of the product. It only covers the goods when it is used correctly under the recommended operating conditions and for the application for which it is intended. It is the responsibility of the Purchaser to return faulty equipment to the Seller’s offices for repair. This guarantee only covers the cost of repairing faulty goods and does not include any other costs by the Seller, when the goods cannot be returned to the Seller’s Service Division.

The guarantee becomes null and void with immediate effect of any service being carried out by an unauthorized person / company during the guarantee period.

The guarantee is not transferable and applies to the original Purchaser of the goods only.

8. The Purchaser shall be responsible for all legal costs incurred by the Seller when the Seller is being forced to take legal action against the Purchaser for the recovery of the goods or any outstanding amount due to the Seller.
9. The Purchaser hereby consents to the jurisdiction of the Magistrate's Court, notwithstanding that the Subject matter or the quantum of the matter in question may otherwise exceed jurisdiction of such Court. The Seller shall however be entitled, as its sole option to institute action out of any division of the Supreme Court of South Africa, having the requisite jurisdiction.
10. The Purchaser shall not be entitled to cede or delegate any of its rights or obligations in terms of any agreement with the Seller, without the prior written consent of the Seller.
11. No terms and conditions of sale between the Seller and the Purchaser at variance with the terms and conditions contained herein and no warranties, undertakings or representations shall be of force or effect unless reduced to writing and signed by the Seller.
12. If default is made by the Purchaser in the full or timeous payment of the purchase price payable in respect of the goods, or the Purchaser suffer any judgment against it, or being an individual, be provisionally or finally or voluntarily sequestrated, or being a company, being placed under judicial management, or liquidated, (whether provisionally or finally), then in any such event, the Seller shall have the right:
 - 12.1 To cancel the agreement in respect of the sale of any items comprising the goods not yet delivered to the Purchaser, to retain any payments already effected by the Purchaser by way of a genuine pre-estimate of liquidated damages suffered by the Seller and to demand that the Purchaser forthwith return to the Seller at its expense, all goods already delivered and unpaid for or not fully paid for; if the Purchaser should fail to do so, the Seller may apply to any competent Court for an order to obtain possession of such goods. Such cancellation and repossession shall be without prejudice to the Seller's rights to recover from the Purchaser all loss or damages sustained by it arising directly or indirectly as a consequence of the Purchaser's breach.
 - 12.2 To claim specific performance and immediate payment of the full amount owing to it by the Purchaser, whether or not performance or payment is as at that date due by the Purchaser. Without prejudice to any rights the Seller may have to recover from the Purchaser all loss or damages sustained by it, directly or indirectly, as a consequence of the Purchaser's breach.
13. In the event that any clause herein contained is illegal, invalid or unenforceable, such clause shall be treated "pro non scripto" and seperated from the remaining clauses, without invalidating the remaining clauses.