

Application for Dealership

WITH PINNACLE MICRO (PTY) LTD
Trading as Pinnacle Africa
Reg No 1993/000917/07
(and/or its successors-in-title and assigns)
(hereinafter referred to as "the Supplier")

In support of the application, the following particulars are furnished.

SECTION A:

(To be completed by ALL applicants)

<p>1. Customer / Legal Entity Name: _____ (Hereinafter referred to as "the Customer")</p>
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<p>Legal entity type Mark with an (X) and provide certified copies of documents as described below your selection</p>

SOLE PROPRIETOR	PARTNERSHIP	REGISTERED COMPANY	CLOSED CORPORATION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1) Sole Proprietor's ID's	1) Partner/s ID's	1) Certificate of incorporation 2) Certificate of name change (if applicable) Please attach certified copies of registration documents	1) Founding Statement 2) Member/s ID's Please attach certified copies of registration documents

2.		Statutory Information	(If applicable)
	(a)	VAT Reg no:	..... (Please attach certified VAT certificate)
	(b)	Company / CC Registration number: (If applicable)	..... (Please attach certified Co Registration Document)
	(c)	Date of Registration : (If applicable)	.....
	(d)	Registered office address: (If applicable)	..... ..... .....

3.	Physi cal address: Period at this address	..... ..... ..... .....	
4.	Postal Address:	..... ..... .....Code.....		
5.	Telephone Number: Fax Number: E-Mail Address:	.....Area Code..... .....Area Code.....		
6.(a)	Full Names of Principals	Date of Birth or I.D. No of Principals	Residential Address (physical) of Principals	Telephone No of Principals
Have any of the Principals ever been declared insolvent?			YES	NO
6.(b) Please specify the nature of your business				

CREDIT TERMS

7.	Credit Limit Required:	R				
8.	Credit Term Requested:	7 days After statement	30 days After statement	14 days After invoice	COD	Other
Granting of credit terms are subject to financial review, insurance cover, or mitigation of risk via securities offered. (For Credit limits exceeding, please provide copies of latest management and audited accounts)						
9.	Does the Customer trade under any other name/s?	Yes	No			
Trading Style		Address		Nature of Business		

10.		Trade References	Name of Contact Person	Contact No
	1.			Tel:
	2.			Tel:
	3.			Tel:
	4.			Tel:
BANKING DETAILS (Cancelled CHEQUE must be attached)				
11.		Details of Applicant's Bankers:		
(a)		Bank Name:		
(b)		Bank Branch:		
(c)		Account No:		
(d)		Account Description:		
	(e)	Date account opened		
12.	(a)	Are the Applicant's business premises rented?	YES	NO
		If yes, please furnish the following details of the Landlord:		
		Postal address		
		Physical address:		
		Telephone Number		
		Fax Number		
	(b)	If no, please furnish details of fixed property occupied by the Customer:		
		Address	Stand No & Township	Estimate Value
		Bond Value	Bond Holder	In whose name is property registered

SECTION B:

(To be completed by each private individual / sole proprietor or partner-Please copy as many additional pages as required)

14.		Individual / sole proprietor or partner name:	.....	
i	(a)	If you are married, please mark with "X" in the appropriate block a. In Community of Property <input type="checkbox"/> b. Ante nuptial contract-with accrual system <input type="checkbox"/> c. Ante nuptial contract-without accrual system <input type="checkbox"/>			
	(b)	Date when married?.....			
	(c)	Full name of spouse: Identity Number:			
ii			APPLICANT	SPOUSE	
(a)		Occupation			
(b)	)	Name of Employer			
(c)	)	Employer's Address			
(d)		Salary	R pm	R pm	
iii		Have you ever been declared Insolvent?		YES	NO
		Signed			
		Print Name			
		Date			

SECTION C:

(to be signed by all applicants)

15. CONSENT:

I / We do hereby warrant that all the information recorded in this application is true and correct, that I / We sign of my / our own free will and with the full knowledge and understanding of the contents hereof and that I / We are duly authorised in doing so.

I /we furthermore accept and acknowledge that all transactions which are undertaken by the company, strictly and exclusively will be subject to the supplier’s terms and conditions of sale and by my/our signature, I/we confirm that I/we viewed, understand and accept the terms and conditions found on the PINNACLE MICRO (PTY) LTD website link <http://www.pinnacleafrica.co.za/Legal/DealerTermsConditions.aspx> and that these terms and conditions forms part of this application

I / we undertake to abide by the credit terms offered by the Supplier and recognise the full responsibility of this commitment.

The Customer specifically consents that the Supplier:-

- May carry out a credit enquiry in respect of the Customer;
- May access the data base of any Risk Information Agency before granting credit to the Customer;
- May, where credit is granted, transmit details to a Risk Information Agency of how the Customer has performed in meeting its obligations under the account, and share such information with other Risk Information Agencies for purposes of assessing further applications for credit by the Customer (and its members, directors, trustees or partners as the case may be) and for occasional debt tracing, debt collection and fraud prevention purposes;
- If credit is granted in favour of the Customer and the Customer fails to meet its financial commitments to the Supplier, the Supplier may record the Customer’s default with a Risk Information Agency;
- May refer information relating to the Customer’s credit performance to a Risk Information Agency for banking and credit assessment, statistical analysis, and credit scoring purposes and use such information to identify products (including those supplied by third parties) which may be relevant to the Customer;
- May record the existence of a Customer’s account with the Supplier at a Risk Information Agency(s).
- The Customer specifically acknowledges that it shall under no circumstances hold the Supplier liable for any damages relating to any of the aspects as set out in this paragraph Section C .15.

SIGNED AT THIS DAY OF20.....

<p>1 _____ Signed for and on behalf of the Customer being duly authorised thereto</p> <p>_____</p> <p>Please Print Name</p> <p>_____</p> <p>Identity Number Of Signatory</p>	<p>(sgd) _____ Signed by Witness No. 1</p> <p>_____</p> <p>Please Print Name Of Witness No. 1</p> <p>_____</p> <p>Identity Number Of Witness No. 1</p>
<p>2 _____ Signed for and on behalf of the Customer being duly authorised thereto</p> <p>_____</p> <p>Please Print Name</p> <p>_____</p> <p>Identity Number Of Signatory</p>	<p>(sgd) _____ Signed by Witness No. 2</p> <p>_____</p> <p>Please Print Name Of Witness No. 2</p> <p>_____</p> <p>Identity Number Of Witness No. 2</p>

SECTION D:

(Complete only if you offer cession as security)

16. CESSION

The Customer hereby cedes, assigns and transfer unto and in favour of the Supplier all my/our rights, title and interest in a nd to all debts which are now, or which may in the future become, owing to me by any party or parties as security for the payment by me/us of all amounts which are now and which may from time to time in the future become owing by me/us to the Company from any cause of indebtedness howsoever arising.

I/We agree that on request by the Supplier, I/We shall be obliged to hand over to the Supplier all books of accounts, contracts, invoices and documents and the like which it may require for the purpose of ascertaining the amounts due to me/us and for the purpose of the recovery of payment.

SIGNED AT THIS DAY OF20.....

<p>1 _____ Signed for and on behalf of the Customer being duly authorised thereto</p> <p>_____</p> <p>Please Print Name</p> <p>_____</p> <p>Identity Number Of Signatory</p>	<p>_____</p> <p>Signed by Witness No. 1</p> <p>_____</p> <p>Please Print Name Of Witness No. 1</p> <p>_____</p> <p>Identity Number Of Witness No. 1</p>
<p>2 _____ Signed for and on behalf of the Customer being duly authorised thereto</p> <p>_____</p> <p>Please Print Name</p> <p>_____</p> <p>Identity Number Of Signatory</p>	<p>_____</p> <p>Signed by Witness No. 2</p> <p>_____</p> <p>Please Print Name Of Witness No. 2</p> <p>_____</p> <p>Identity Number Of Witness No. 2</p>
<p>3 _____ Signed for and on behalf of the Customer being duly authorised thereto</p> <p>_____</p> <p>Please Print Name</p> <p>_____</p> <p>Identity Number Of Signatory</p>	<p>_____</p> <p>Signed by Witness No. 3</p> <p>_____</p> <p>Please Print Name Of Witness No. 3</p> <p>_____</p> <p>Identity Number Of Witness No. 3</p>

6. It is agreed and declared that all admissions of acknowledgements or indebtedness by the Principal Debtor/s and/or Debtors shall be binding on me/us.
7. This Deed of Suretyship and Indemnity shall not be cancelled save with the written consent of the Supplier.
8. In the event of insolvency, liquidation, assignment or compromise by the Principal Debtor/s and/or Debtors, the Supplier shall be entitled to prove against the Estate for the full amount of the indebtedness and/or to accept any offer of compromise, whether at common law or in terms of any statutory provision, without prejudice to its rights to recover from me/us to the full extent hereof any sum which may be owing by the Principal Debtor/s and/or Debtors.
9. I/We do hereby furthermore cede and make over unto and in favour of the Supplier, as its sole and absolute property, any claim of whatever nature, based hereon or flowing or arising here from, which I/we may have or acquire against any of the persons covered hereby, for the benefit of any indebtedness which I/we may have hereunder. I/We furthermore undertake and bind myself/ourselves to take whatever necessary action to enforce settlement of any such claim, upon the Supplier's request and in terms of its directions. Nonetheless the Supplier shall be and remain entitled to use its own or my/our name and to take such action as it may elect for purposes thereof. The other provisions of this document shall also *mutatis mutandis* apply to this clause. *(The terms and conditions of this application shall also apply to the suretyship)*
10. I/We hereby agree and consent that the Supplier shall be entitled, as its option, to institute any legal proceedings which may arise out of or in connection herewith in any Magistrate's Court having jurisdiction in respect of my/our person, notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.
11. I/We acknowledge and agree that a certificate signed by the Credit Manager of the Supplier for the time being setting out the amount of my/our indebtedness hereunder shall be sufficient and satisfactory evidence and shall constitute prima facie proof *per se* (meaning proof at face value) of the amount of my/our indebtedness to the Supplier.
12. I/We hereby choose the Customer's physical address as described in paragraph 3 of Section A on page 2 of this application as his/her/our chosen *domicilium citandi et executandi* for the service of any legal process. *(As is our chosen legal address at which we shall accept service of any legal process including notices, letters of demand, summons, statement of accounts and invoices. I / we hereby confirm that should this address at any time change after the signature of this agreement I / we undertaken to inform the supplier herein)*

DATED at on this..... day of.....20...

1 _____
Signed by Surety

(sgd) _____
Signature of Witness No. 1

Please Print Name

Please Print Name Of Witness No. 1

Identity Number Of Surety

Identity Number Of Witness No. 1

2 _____
Signed by Surety

(sgd) _____
Signature of Witness No. 2

Please Print Name

Please Print Name Of Witness No. 2

Identity Number Of Surety

Identity Number Of Witness No. 2

3 _____
Signed by Surety

(sgd) _____
Signature of Witness No. 3

Please Print Name

Please Print Name Of Witness No. 3

Identity Number Of Surety

Identity Number Of Witness No. 3

SECTION F:

(To be completed by all sureties)

PERSONAL STATEMENT OF ASSETS AND LIABILITIES			CLIENT		SPOUSE	
Name			Asset	Liability	Asset	Liability
FIXED PROPERTY						
Address	Date Acquired	Cost (Include Improvements)				
INVESTMENTS						
Cash and Bank Balances						
Unit Trusts						
Listed Shares						
Company name		Number of shares				
1						
3						
Unlisted Investments (Private companies/CC's/trusts/private practice)						
Entity Name		Percentage Interest				
1						
OTHER ASSETS						
Motor Vehicles						
Make and Model		Cost				
Equipment						
Furniture and fittings						
Debtors						
Other (details)						
OTHER LIABILITIES						
Unsecured Borrowings		Bank				
Overdrafts				R		R
Unsecured Loans				R		R
Credit Cards				R		R
Contingent Liabilities (for example suretyships)						
TOTALS						
NET ASSETS (ASSETS - LIABILITIES)						