

TERMS & CONDITIONS OF DEALER ACCOUNT

1. WARRANTY

It is warranted that the information furnished on the previous page is true and correct in every aspect. The following shall be the sole terms and conditions upon which SONIC INFORMED [PTY] LTD shall sell goods on credit to the Undersigned. SONIC INFORMED [PTY] LTD shall not be bound by conditions of purchase stipulated by the Undersigned unless such have been reduced to writing and signed by a duly authorised representative of SONIC INFORMED [PTY] LTD accepting the same conditions of purchase.

2. OWNERSHIP

Notwithstanding delivery of any equipment, ownership shall not pass to the Undersigned until the purchase price of all the goods sold by SONIC INFORMED [PTY] LTD has been paid for in full to SONIC INFORMED [PTY] LTD.

3. CHANGE OF DETAILS

The Undersigned undertakes to notify SONIC INFORMED [PTY] LTD forthwith in writing of any change of address, contact information, e-mail or a change of authorised purchasing officer. Goods will not be handed over by SONIC INFORMED [PTY] LTD to any unauthorised persons or third parties. Goods will only be handed over by SONIC INFORMED [PTY] LTD to the authorised purchasing officer appointed by the Undersigned on this Application for Dealership.

4. ACCOUNTS

4.1 SONIC INFORMED [PTY] LTD will deactivate the Undersigned's account once registered with SONIC INFORMED [PTY] LTD if it lies dormant or remains unused for a minimum period of 12 months.

4.2 If SONIC INFORMED [PTY] LTD deactivates the Undersigned's account, the Undersigned may request the account to be re-opened. Account reactivation is subject to an administration fee of R500,00 and the completion and resubmission of a new Application for Dealership form.

4.3 SONIC INFORMED [PTY] LTD reserves the right to close the Undersigned's account with SONIC INFORMED [PTY] LTD for any reason at SONIC INFORMED [PTY] LTD's discretion.

5. PURCHASE PRICE

The purchase price for every purchase by the Undersigned in terms of the agreement shall be payable C.O.D, subject to the conditions of credit terms that shall at all times be at the sole discretion of SONIC INFORMED [PTY] LTD and may be altered and abolished at any time with the necessary notice to the purchaser.

6. PAYMENT

If payment of any particular purchase made by the Undersigned is overdue; the purchase price for all Purchases made by the Undersigned shall immediately become due and payable despite the provisions of the previous paragraph.

7. ORDERS

7.1. The Undersigned undertakes to always purchase stock to the minimum amount of R50,00. No order below the minimum amount of R50,00 shall be accepted by SONIC INFORMED [PTY] LTD.

7.2. Special orders by the Purchaser consisting of goods or brands not normally stocked by SONIC INFORMED [PTY] LTD will be subject to a 50% deposit paid to SONIC INFORMED [PTY] LTD according to the value of the goods as listed on the quote of said goods by SONIC INFORMED [PTY] LTD before SONIC INFORMED [PTY] LTD will complete the order for the Purchaser.

8. DOCUMENTATION

The Undersigned agrees to honour the conditions stipulated on all administration documents and correspondence issued by SONIC INFORMED [PTY] LTD to the Undersigned for quotes, sales orders, proforma invoices, invoices, e-mails, and customer repair orders.

9. CONFIDENTIALITY

The Undersigned undertakes to keep confidential all pricing, pricelists and passwords issued to the Undersigned by SONIC INFORMED [PTY] LTD and not to share or distribute said pricing, pricelists and passwords with or to any Third Party excepting authorised persons or the authorised purchasing officer listed in this Application for Dealership with SONIC INFORMED [PTY] LTD.

10. INTEREST

The Undersigned agrees to pay to SONIC INFORMED [PTY] LTD interest at 26% P.A. on all overdue accounts. A penalty of R80.00 will be charged on any RD [refer to drawer] cheques and no terms will be allowed.

11. DELIVERY

9.1. Where the Undersigned makes use of a courier company to collect the goods on the behalf of the Undersigned, the risk moves to the Undersigned when the goods leave the premises of SONIC INFORMED [PTY] LTD.

9.2. Goods deliveries from SONIC INFORMED [PTY] LTD to the Undersigned are restricted to a maximum 50km radius from SONIC INFORMED [PTY] LTD and is dependant on delivery destination and will be undertaken according to SONIC INFORMED [PTY] LTD's own discretion.

9.3. Goods deliveries from SONIC INFORMED [PTY] LTD to the Undersigned are restricted to orders with a minimum value of R2000,00.

12. JURISDICTION

The Undersigned hereby consents in terms of section 45 of the magistrates court act to the jurisdiction of the appropriate magistrates court in respect of any legal proceeding arising where from notwithstanding that such proceedings would otherwise have been beyond the jurisdiction of such magistrate's court. However, notwithstanding such consent, SONIC INFORMED [PTY] LTD shall be entitled in its sole discretion to institute such proceedings in the appropriate SUPREME COURT.

13. LEGAL COSTS

In the event of SONIC INFORMED [PTY] LTD instructing its Attorney to collect any amount owing from the Undersigned, the Undersigned shall pay all costs so incurred by SONIC INFORMED [PTY] LTD on the tariff as between an attorney and his own client including collection commission at the rate of 10% on all payments plus V.A.T.

14. NON-WAIVER

The failure by SONIC INFORMED [PTY] LTD to strictly enforce any provisions of these conditions shall not be construed as a waiver by SONIC INFORMED [PTY] LTD of any of its rights in terms hereof nor shall it prejudice SONIC INFORMED [PTY] LTD right to strictly enforce such conditions.

15. SURETYSHIP

In the event of the signatory to this Form signing same in his/her capacity as Trustee or Agent for a company and/or close corporation to be formed or as Director, Shareholder, agent of company or member or agent of a close corporation already formed, then such signatory hereby binds himself/herself as surety and co-principal debtor in sodium, jointly and severally for the due performance by such company or close corporation of all its obligations to SONIC INFORMED [PTY] LTD in respect hereby renouncing the benefits of the legal exceptions of excussion and division and further acknowledging that no indulgence, extension of time or release granted by SONIC INFORMED [PTY] LTD to such company or close corporation shall in any way affect its rights to claim from the surety.

Print Name _____ Signed _____ Date _____