

Confidential - Reseller Application

Trading Name of Business											
Registered Name of Business											
Previous Trading/Registered Names											
Incorporated form of Business	Public Company	<input type="checkbox"/>	Private Company	<input type="checkbox"/>	Closed Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	
Vat Registration Number					Date of Establishing Business						
Registered Name of Holding Companies						Reg. Number of Incorporation					
Name of Subsidiary and Associate Companies											
Business Activities											
Physical Address											
Postal Address								Code			
Registered Address								Code			
Tel: Area Code & No.						Fax: Area Code & No.					
Cell Phone No						E-mail Address					
Details of Directors/Members/Partners/Proprietor											
Full Name					ID Number				% shares		
Residential Address											
Full Name					ID Number				% shares		
Residential Address											
How long has the proprietor owned the business											
Bankers Details: Institution				Branch				Date account was Opened			
Account Type				Account Number				Account Name			
Trade Reference 1: Name					Tel: Area code & Number:				Terms		
Address					Credit Limit		R				
Trade Reference 2: Name					Tel: Area code & Number:				Terms		
Address					Credit Limit		R				
Trade Reference 3: Name					Tel: Area code & Number:				Terms		
Address					Credit Limit		R				
List all Sureties, Cession of debtors, Notarial Bonds, Judgments											
Have Moratoriums or Offers of Compromise ever been made to any Creditors											
Can the latest Financial Statements be made available?					What Year?						
Account Contact Person											
Financial Officers Name											
I, the undersigned, on behalf of (legal entity)											
(herein after referred to as "the Customer")											
accept the Standard Terms and Conditions of Sale of Graphic Image Technologies (Pty) Ltd (GIT) and confirm that the same govern all contracts between the Customer and Graphic Image Technologies. The Customer and I further warrant that the information set out above is true and correct. On behalf of the Customer I hereby acknowledge that the Customer has read and understood each and every term of the Standard Conditions of Sale and accepts the same as binding on the Customer.											
THUS DONE AND SIGNED AT					ON THIS				DAY OF		20
As witnesses											
1					Print Name				Signature of Director/Member/Proprietor		
2		On behalf of the Customer (the signatory hereto warrants that he/she has been duly authorised by the Customer referred to above to enter into this contract on behalf of the Customer and hereby binds himself/herself as surety and coprincipal debtor with the Customer in favour of GIT for all obligations of the agreement and accepts the same as binding on him/her)									

Standard Terms and Conditions of Sale of Graphic Image Technologies (Pty) Ltd (hereinafter referred to as GIT)

1. QUOTES

- 1.1 All quotes will remain valid for a period of 14 days from the date of the quote or until the date of issue of a new price list, whichever occurs first.
- 1.2 All quotes are subject to the availability of the goods and services and the prices quoted are subject to any increase in the cost price, including currency fluctuations, of GIT before dispatch of goods and commencement of services.

2 ORDERS, DELIVERIES AND INVOICES

- 2.1 The parties specifically agree that any terms and conditions imposed by the Customer in any order, enquiry, specifications, acceptance or in any other manner whatsoever which are in conflict with this Standard Terms and Conditions of Sale agreement will be void and of no force or effect.
- 2.2 Subject to 2.1 above, all orders or variations to orders by the Customer will be binding and subject to these Standard Terms and Conditions of Sale once they have been accepted by GIT and may not be cancelled. GIT is not bound by any variation to any order unless such variation is set out in writing and signed by the authorized representative of GIT.
- 2.3 The Customer waives the requirement to receive notice of the acceptance by GIT of any offer or order made by the Customer and furthermore agrees that a binding and enforceable agreement will come into existence upon acceptance by GIT of the Customers order, which acceptance shall take place or be deemed to take place at the offices of GIT in Johannesburg and will be subject to the provisions of clause 2.1 above.
- 2.4 The Customer shall pay all costs incurred as a result of any act or omission on the part of the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisites to enable work to proceed on schedule or requirements that work be completed earlier than agreed. Time spent by GIT as a result of the same shall be charged at GIT's standard charge rate for the type of work and service in question and in respect of work to be done on an urgent basis at the rate normally charged by GIT for urgent work.
- 2.5 The Customer agrees to the standard rates of GIT for any goods or services rendered where no rate has been agreed, which rates may be obtained on request.
- 2.6 GIT will be entitled to cancel any contract or order if it can not perform due to force majeure from any cause beyond GIT's control.
- 2.7 GIT shall be entitled at its sole discretion to split the delivery/performance of the goods and services ordered in the quantities and on the dates it decides.
- 2.8 GIT shall be entitled to invoice separately each delivery / performance actually made.
- 2.9 Delivery, installation and performance times given are merely estimates and are not binding on GIT.
- 2.10 Any item handed in for repair may be sold by GIT to defray the cost of such repairs if the item remains uncollected within 30 days of the repair being completed.
- 2.11 If GIT engages a third party to transport the goods, GIT shall do this on behalf of the Customer and is hereby authorized to engage such third party on the Customers behalf, the Customer hereby authorizing and ratifying any reasonable decisions made by GIT in regard to such contract of transport.
- 2.12 The Customer indemnifies GIT against any claims that may arise against GIT from the agreement referred to in 2.11
- 2.13 Any delivery note (copy or original) signed by the Customer or a third party engaged to transport the goods shall be conclusive proof that that the delivery was made to the Customer. Any third party engaged in transporting the goods shall be deemed to be the agent of the Customer irrespective of which party gave instructions to or paid such third party.

3. PAYMENT TERMS

- 3.1 The Customer shall pay the amount on the tax invoice at the offices of GIT by (a) bank guaranteed cheque on order, or (b) by bank transfer or (c) if the Customer is a credit approved Customer within the granted

credit period as specified on the credit application after a tax invoice has been issued by GIT.

- 3.2 The Customer is not entitled to withhold payment for any reason whatsoever and agrees that no extension of payment terms of any nature will be extended to the Customer and if any such extension will not be applicable or enforceable unless agreed to by GIT.
- 3.3 The Customer is not entitled to set off any amount due to the Customer by GIT against any debt or amount due by GIT or any claim against GIT
- 3.4 All discounts will be forfeited if payment in full is not made on due date.
- 3.5 The Customer agrees that interest shall be payable on any monies due to GIT at the prime interest rate plus 5% as charged by GIT's bankers from the date they fall due.

4 WARRANTIES

- 4.1 New goods are guaranteed according to the manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.
- 4.2 Liability under clause 4.1 is restricted to the cost of repair or replacement of faulty goods and services or granting of a credit to the value of such goods or services at the sole discretion of GIT.
- 4.3 The Customer will have no claim under the contract unless GIT has received by hand or prepaid registered post within 7 (seven) days of the alleged breach or defect occurring, a written notice from the Customer specifying the alleged breach or defect and requesting GIT to remedy the same within 30 (thirty) days of receipt of such written notice.
- 4.4 To be valid any guarantee claim must be supported by the original tax invoice issued by GIT.
- 4.5 The Customer shall return any defective goods to the premises of GIT at the Customers own cost and packed in the original packaging of the goods; otherwise the guarantee will not be enforceable.
- 4.6 All guarantees are immediately null and void should any equipment be tampered with or should the seals on the equipment be broken by anyone other than GIT or should the goods be operated outside the Manufacturers specifications.

5 LIABILITY OF GIT

- 5.1 Under no circumstances will GIT be liable for any consequential damage or for any delictual liability of any nature whatsoever to the Customer or any third party for any loss or damage of whatsoever nature and/or arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss to property or of profit, business, goodwill, revenue or anticipated savings) or for any costs, claims or demands of any nature whether asserted against GIT or against the Customer by any party arising directly or indirectly out of the GIT Equipment or Services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be, by or from their use.
- 5.2 Under no circumstances will GIT be liable for any damages arising from any misuse or abuse of the goods.

6. DEFAULT

- 6.1 GIT shall be entitled, but not obligated to suspend and/ or terminate this Agreement without giving notice to the Customer in of the following circumstances:
 - 6.1.1 In the event of the Customer failing to make payment in terms of this Agreement within 7 (seven) days after it becoming due and payable;
 - 6.1.2 In the event of the Customer failing to comply with any of the terms and conditions of this agreement, all of which are deemed to be material and it shall be irrelevant whether the Customer is aware of the content of any material so transmitted;
- 6.2 Either party shall be entitled, but not obligated to terminate this Agreement upon 14 (fourteen) days prior written notice in of the following circumstances:
 - 6.2.1 In the event of a party committing an act of insolvency;

- 6.2.2 In the event of a party to the contract taking any steps to reach a compromise with or to make an offer of compromise to any of its creditors;
- 6.2.3 In the event of a party effecting a transfer of its estate to any third party;
- 6.2.4 In the event of a party allowing a judgement against it to remain unresolved for more than 7 (seven) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end;
- 6.2.5 In the event of a party being placed in liquidation or under judicial management (whether provisionally or finally); and/ or
- 6.2.6 With respects to 6.2.4 and 6.2.5, not appeal the judgement that was granted against it on an opposed basis.
- 6.3 In the event of their being a legal dispute between the parties, of whatever nature, the Customer will be obliged to continue with the punctual payment of all and/ or any amounts due in terms of this Agreement.
- 6.4 If GIT elects to cancel this Agreement as provided for in clause 6.1 hereof;
GIT shall be entitled to:-
- 6.4.1 Claim all outstanding monies as on the date of repudiation and/ or cancellation of this Agreement;
- 6.4.2 Treat all outstanding amounts as immediately due and payable which would have become due and payable over the balance of the period which has not expired in terms of the Agreement;
- 6.4.3 To claim interest on the amounts as determined in accordance with this Agreement;
- 6.4.4 Immediately terminate all and/ or any of the Services provided to the Customer in terms of this Agreement. Upon Signature of this Agreement by the Customer, the Customer consents to such termination under the circumstances and the termination not amounting to an act of spoliation;
- 6.4.5 Claim any and/ or all damages that GIT might incur as a direct and/ or indirect result of the Customer's repudiation and/ or breach of this Agreement;
- 6.4.6 Claim the costs of any legal proceedings instituted against the Customer in any court of law on a scale as between attorney and own client irrespective as to whether summons has been issued or not; and/ or
- 6.4.7 To retain all amounts already paid by the Customer in terms of this Agreement;
- 6.4.8 To retain and/ or reclaim possession of any goods of whatever nature provided by GIT, directly or indirectly, or by any third party instructed by GIT to the Customer, irrespective as to whether the said goods are prescribed in this Agreement, or not.
- 6.5 In the event of suspension, termination, cancellation and/ or expiration of this Agreement as provided for in this Agreement and/ or as provided for in common law, the provisions of this Agreement which are intended to continue and survive, shall continue to and survive accordingly.

7. OWNERSHIP

- 7.1 All good supplied by GIT remain the property of GIT until such goods and all other goods and services supplied by GIT to the Customer have been paid for in full by the Customer whether such goods are attached to other property or not.
- 7.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of GIT.

8. DOMICILIUM AND SERVICE OF DOCUMENTS

- 8.1 Any document will be deemed duly presented to the Customer
- 8.1.1 within 3 days of dispatch by prepaid registered mail to any of the Customers business or postal addresses or to the personal address of any director, member or owner of the Customer or the domicilium citandi et executandi or its address reflected as being the physical address on the Reseller Application form.
- 8.1.2 within 24 hours of being faxed to any of the Customers fax numbers or any directors, members, or owners fax numbers or the fax number set out on the Reseller Application form.
- 8.1.3 on being delivered by hand to the Customer or any director, member or owner of the Customer or any party reflected as a director, member or owner of the Customer on the Reseller Application form.
- 8.1.4 within 48 hours if sent by overnight courier to any of the addresses referred to in the Reseller Application form.

- 8.2 The Customer chooses as its domicilium citandi et executandi the address reflected as being its physical address on the Reseller Application form.

9. CONFIDENTIALITY

- 9.1 It is recorded that during the course of this agreement between the Customer and GIT, there will be disclosed to the Customer, certain trade secrets of GIT consisting of, inter alia, one or more of the following:
- 9.1.1 Technical information, methods, processes, formulae, compositions, inventions, machines, systems, computer programmes and research projects.
- 9.1.2 Business information, customer lists, pricing information, suppliers and marketing or merchandising systems and plans.
- 9.2. The Customer shall not, during or at any time after termination of this agreement utilise or disclose to others any trade secrets or confidential information imparted to the Customer during the course of this agreement.
- 9.3. Upon termination of this agreement the Customer undertakes to return all documents, drawings, reports, manuals, correspondence, customer lists, computer programmes and all other materials and all copies thereof acquired by the Customer during the course of this agreement.

10. REPRESENTATIONS

- 10.1 The Customer acknowledges that it is its sole responsibility to determine that the goods and services ordered are suitable for the purpose of its intended use.

11. INFORMATION

- 11.1 The customer undertakes to inform GIT in writing, within 7 days, of any change in Director, Member of shareholder or owner of the Customer and of any change of address of the Customer. In the event of the Customer selling or alienating its business, or the shares or members interests in the Customer being sold, the Customer will advise GIT 14 days prior to such sale taking place.
- 11.2 The Customer hereby consents to the storage and use of the personal information by GIT to establish its credit rating and to GIT disclosing such information to credit control companies, banks and other institutions involved in rating credit. The customer agrees that GIT will not be held liable for the disclosure of any of this information to such third parties and that no further specific consent need be obtained for the transfer of such information to a specific third party.

12 GENERAL

- 12.1 This document represents the entire agreement between the Customer and GIT and no alteration, addition or consensual cancellation of this contract or any order shall be of any force or effect unless agreed to by both parties, reduced to writing and signed by the customer and a duly authorized representative of GIT.
- 12.2 This agreement will govern all future contractual relationships between the parties notwithstanding anything to the contrary in the Customers inquiry, specifications, acceptance, order or any other documentation or discussions.
- 12.3 This agreement is applicable to any indebtedness that the customer may have towards GIT, from whatsoever cause arising.
- 12.4 This agreement is final and binding and is not subject to any suspensive or resolutive conditions other than those imposed in writing by GIT at the time of acceptance of the offer.
- 12.5 The customer agrees that no indulgence by GIT will affect the terms of this agreement or any of the rights of GIT and such indulgence will not constitute a waiver by GIT in respect of any of its rights herein. Under no circumstances will GIT be stopped from exercising any of its rights in terms of this agreement.
- 12.6 The invalidity of any part of this agreement will not affect the validity of any other part.