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DEALER APPLICATION FORM

Trading name of business:.....
Registered name of business:.....
Previous trading/registered names:.....
Reg. number of incorporation:.....
Business activities:.....
Registered name of holding companies:.....
Name of subsidiary and associate companies:.....
Physical address:.....
.....
Are deliveries to be made to this address? If not, then where?..... Code:.....
Postal address:..... Code:.....
Registered address:..... Code:.....
Tel. area code & no. (.....)..... Fax. Area code & no: (.....).....
Premised owned or leased?..... Name of landlord?.....
Postal address of landlord:..... Code:.....
Details of: Proprietors (.....% shares) Directors Members (...% shares) Partners
Full name:..... ID No.....
Residential address:..... Code:.....
How long has the proprietor/s owned the business?.....
Auditor's/Financial Officer's name?..... Tel No:.....
Banker details: Institution:..... Branch:..... Date opened:.....
Account type:..... Account name:..... Acc. No:.....
Trade reference 1:..... Tel. no:.....
Address:..... Credit limit: R.....
Trade reference 2:..... Tel. no.....
Address:..... Credit limit: R.....
Trade reference 3:..... Tel. no:.....
Address:..... Credit limit: R.....
Email address for updated prices lists and specials to be sent:.....
List all sureties, cession of debtors, notarial bonds and judgments:.....
.....
List all liquidations against the business or any of its principals:.....
.....
Can the latest financial statements be made available?..... What year?.....
Account contact person:..... Preferred method of payment: CASH/EFT/COD

The individual whose signature appears below hereby accepts the terms and conditions of sale contained in this credit application on behalf of the abovementioned customer (and warrants that he/she is duly authorised thereto by the said customer) and on his/her behalf as surety for and co-principal debtor with the customer in terms of the said terms and conditions of sale and hereby warrants that he/she has read and understood the terms and conditions. The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds and that such funds will remain available in order that all cheque payments will be honoured and under no circumstances will any cheque be stopped. The Buyer hereby undertakes, on demand, to furnish the seller with such information concerning its debtors as may be reasonably required, to enable the Seller to give agreed credit payment terms.
I hereby certify that all above information is correct

Signed at.....on the.....day of.....month.....year.....

Director – Full name and signature

Witness – Full name and signature

Please initial terms and conditions that appear on reverse

Terms and Conditions

1. The Debtor agrees that the entire agreement between the Debtor and HSN Solutions (hereinafter called the "Supplier") will govern all future contractual relationships between the parties.
2. The Debtor hereby acknowledges that he/she has read and understood each term of this agreement and understood each term of this agreement and accepts them as binding.
3. The Debtor warrants that the signatory on the face hereof has been duly authorised to contract on its behalf.
4. The signatory binds himself/herself in his/her personal capacity as co-debtor in regard to the goods or services.
5. The Debtor acknowledges that no representations were made by the Supplier in regard to the goods or services or any of its qualities leading up to the contract.
6. The Debtor agrees that neither the Supplier nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Debtor. All quotes will remain valid for a period of 7 days from the date of the quote. The validity of any price quoted is subjected to any increase in the cost price of the Supplier before despatch of goods.
The Debtor hereby confirms that the goods and services on the invoice issued duly represent the goods and services ordered by the Debtor at the prices agreed to by the Debtor and where performance/delivery has taken place that these services and goods were inspected and confirmed to the quality and quantity ordered. It is the sole responsibility of the Debtor to determine that the goods or services ordered by the Debtor are suitable for the purpose the Debtor intends using them.
Any delivery note (copy or original) signed by the Debtor and held by the Supplier shall be conclusive proof that the delivery was made to the Debtor. All orders, whether verbal or in writing, will be binding and subject to these standard conditions of agreement and may not be cancelled without consent from an official and qualified HSN representative.
The Supplier shall be entitled in its sole discretion to split the delivery of the goods ordered in the quantities and on the dates it chooses.
- 6.5 The Supplier shall be entitled to invoice each delivery actually made separately.
- 6.6 The risk of damage or destruction of goods passes to the Debtor on conclusion of the agreement of sale.
- 6.7 In the case of repairs undertaken by the Supplier, repair times given are merely estimates and are not binding on the Supplier.
- 6.8 If the Supplier agrees to engage a third party to transport the goods, the Supplier is hereby authorised to engage a third party on the Debtor's behalf and on the terms and conditions deemed fit by the Supplier.
- 6.9 The Debtor agrees to indemnify the Supplier against any claims that may arise from such agreement against the Supplier.
- 6.10 Goods may be returned only with the prior consent and at the sole discretion of the Supplier. All returns will be subject to a 20% penalty on the selling price. Any price fluctuations will be charged for at Management's discretion.
7. In the event of goods being defective, the rights of the Debtor are limited to the factory guarantee of the goods supplied. To be valid, guarantee claims must be supported by the original Tax invoice and the undamaged packaging of goods. All guarantees are immediately null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than the Supplier. Under no circumstances will the Supplier be liable for damage arising from misuse or abuse of the goods.
- 7.1 Liability under clause 7 is restricted to the cost or repair or replacement of faulty goods or services or granting of a credit at the sole discretion of the Supplier. It is the duty of the Debtor to return any defective goods to the premises of the Supplier at the Debtor's own expense.
- 7.2 Any item delivered to the organisation will form the object of a pledge in favour of the Supplier for present and past debts.
8. Under no circumstances will the Supplier be liable for consequential damages.
9. No claim under this contract will arise unless the Debtor has given the Supplier 30 day's written notice by prepaid registered post to rectify and defect or breach of contract.
10. The Debtor agrees to pay the amount on the invoice at the offices of the Supplier (a) cash on order; or (b) if the Debtor is an Approved Debtor within the agreed credit period after an invoice is issued by the Supplier.
11. The Debtor has no right to withhold payment for any reason whatsoever.
- 11.1 The Debtor is not entitled to set off any amount due to the Debtor by the Supplier against this debt.
- 11.2 The Debtor hereby agrees that any item handed in for repair may be sold by the Supplier to defray the cost of such repairs if the item remains uncollected within 30 days of the repair being completed.
12. The Debtor agrees that if an amount is not settled in full (a) against order; (b) within the period agreed to according to clause 10 above in the case of Approved Debtors; the Supplier is: (i) entitled to immediately institute action against the Debtor at the sole expense of the Debtor; (ii) to cancel the agreement and take possession of any goods delivered to the Debtor and claim damages.
13. The Debtor agrees that the amount due and payable to the Supplier shall be determined and proven by a certificate issued by the Supplier and signed on its behalf by any duly authorized person, which authority need not be proven. Such certificate shall be binding and shall be facie proof of the indebtedness of the Debtor.
14. The Debtor agrees that interest shall be payable on any monies due to the Supplier at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due. In the case of late payment interest shall be calculated on outstanding balance of statement at 1.5% per month.
15. In the event of cancellation, the Debtor shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be conclusive proof of the value.
- 15.1 The Debtor indemnifies the Supplier completely against any damage whatsoever relating to the removal of repossessed goods.
16. All goods supplied by the Supplier remain the property of the Supplier until such goods have been fully paid for. The Debtor is not entitled to sell or dispose of any goods unpaid for without the prior written consent of the Supplier.
17. The Debtor shall be liable to the Supplier for all legal expenses (including collection fee) on the attorney-and-client scale, of an attorney and counsel incurred by the Supplier in the event of a (a) any default by the Debtor (b) any litigation in regard to the validity and enforceability of this agreement. The Debtor will also be liable for any collection of valuation fees incurred.
- 17.1 The Debtor shall pay one thousand five hundred rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Debtor.
18. The Debtor agrees that no indulgence whatsoever by the Supplier will affect the terms of this agreement or any of the rights of the Supplier and such indulgence shall constitute a waiver by the Supplier in respect of any of his rights in terms of this contract.
19. The Supplier shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion.
20. Any document will be deemed duly presented by the Debtor within (i) 3 days of prepaid registered mail to any of the Debtor's business or postal address or to the personal address of any director, member or owner of the Debtor; (ii) within 24 hours of being faxed to any of the Debtors fax numbers of any directors, members or owner's fax numbers; or (iii) on being delivered by hand to the Debtors or any director, member or owner of the Debtor.
21. The Debtor agrees to the standard rates of the Supplier for any goods or services rendered, which rates may be obtained on request.
22. The invalidity of any part of this contract will not affect the validity of any other part.
23. Any order is subject to cancellation by the Supplier due to force majeure from any case beyond the control of the Supplier, including (without restricting this clause to these instances): inability to secure labour, power, material or supplies or by reason of an act of God, war, civil disturbances, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
24. This contract becomes final and binding on receipt of the acceptance by the Supplier at its business address in Boksburg.
25. I/We, hereby irrevocably cede, assign and transfer, make over unto and in favour of the Seller all the Buyer's right title and interest in and to its claims against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amount which the Buyer may now or at any time in the future owe to the seller. I/We and/or the Buyer irrevocably and jointly authorise the Seller in its absolute discretion to claim from all or any of its debtors the whole or any person of the indebtedness of any one or more of them, to give a valid receipt of discharge for such indebtedness, to take any action in its name in any Court of competent jurisdiction and to proceed in execution there under against all or any of the said debtors, to cede, transfer, negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the Buyer. The security created by the cession shall be a continuing one, notwithstanding any fluctuation in the amount of indebtedness of the Buyer to the Seller.