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APEX Park  
Unit 1 & 2  
C/O Daniel Kamho and Smith Street  
Swakopmund

**Standard Terms and Conditions of Sale/Incorporating Suretyship**  
**Application for Credit**  
(Please Complete in Full)

Registration Name of Applicant: \_\_\_\_\_  
Trading Name, if any: \_\_\_\_\_  
VAT Registration No: \_\_\_\_\_  
Registration nr: \_\_\_\_\_ Registration Date: \_\_\_\_\_  
Telephone no: \_\_\_\_\_ Postal Address: \_\_\_\_\_  
Fax no: \_\_\_\_\_  
Cell no: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

**Name and Contact Details:**

<b>Accounts:</b>	<b>Buyer:</b>	<b>Manager:</b>
Name: _____	Name: _____	Name: _____
Tel: _____	Tel: _____	Tel: _____
email: _____	email: _____	email: _____

**Bank Details:**

Bank: _____	Account Name: _____
Branch Code: _____	Account No: _____
	Credit Limit Required: _____

**Particulars of Owner/Member/Partners/Directors**

Full Name	Residential Address	Direct Telephone	ID No

**Trade References**

Business Name	Address	Tel No	Contact Name

Bank details: Bank Windhoek  
Account no: 8000545751,  
Branch code: 481772  
Swakopmund

Vat no: 3841451015



Registration no: 22/2004/1446  
Members: Dave Mostert & Marianka Mostert

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## **STANDARD TERMS AND CONDITIONS OF SALE**

### **1. PAYMENT**

Payment in respect of invoiced goods shall be paid to Electro Pump Services CC T/A Electro Dynamics, without any deductions. The supplier shall be entitled to charge interest on all overdue accounts at 2.5% interest per month. All extra cost incurred to follow up payments, will be charged to the clients' account. Accounts are strictly payable at the end of each consecutive month – 30<sup>th</sup> / 31<sup>st</sup>, less 2.5%. Terms allowed are **30 Days only, and as per statement.**

1.1 Accounts not paid within the -30 days from statement date- terms, will be:

- 1.1.1 Placed on hold on the 2<sup>nd</sup> / 3<sup>rd</sup> of the following month;
- 1.1.2 Charged with 2.5% interest on the same day without negotiations – (It will be more affordable to arrange for your own credit facilities from your banking institute);
- 1.1.3 After 60 Days, if no payment has been received or special arrangements have been made in writing, your account will be handed over to our debt collectors.

1.2. Accounts failing to keep to the 30-Days agreement will for a period of 3 months will be changed to COD only.

1.3. 2.5% Discount are only allowed when payments reflect on our bank statement on or before the last day of the month. No exceptions will be made for any late payments.

- 1.3.1 When internet transfers are made, ensure to fax or email the proof to us before 13:00pm on month-end.
- 1.3.2 In the case of cheque payments, ensure to deliver cheques before 14:00pm on month end.

1.4. In the event of disagreement with amount due on your statement or invoices, please contact the office before payments are made. The new account system will automatically place your account on hold when payments are not processed according to statement amounts.

### **2. COMPANY TERMS AND CONDITIONS:**

2.1. Returns on faulty goods:

- 2.1.1. **NO RETURNS** will be accepted on any faulty item not reported within **7 days** from date of purchase.
- 2.1.2. **NO RETURNS** will be made without **original invoice**. No Debit cards slips or cheque slips will be accepted for returns, the invoice is needed to show items purchased and prices paid.
- 2.1.3. **INSTALATIONS** should be made by a **qualified person**, or guarantee on any product, if such is given by our SA Suppliers, will be forfeited. Clients must ensure to **follow instructions** on/inside product's packaging and use products for what is was manufactured or sold for. Clients can either be replaced with a new item, or be refunded for the faulty item/goods, if they adhere to above conditions.

2.2. Returns on access/wrongly purchased items:

- 2.2.1. **NO RETURNS** will be made without **original invoice**.
- 2.2.2. **10% HANDLING FEES** will be charged, unless client arranged before hand to test the product first.

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2.2.3. **NO RETURNS** will be made on items without original packaging and condition. Credit will be passed by sales person's own discretion. Clients can either be replaced with other goods, or be refunded for items returned, if they adhere to above conditions.

2.2.4 **NO USED ITEMS WILL BE RETURNED.**

2.3. Returns on special manufacturing, quoted and ordered items:

2.3.1. **NO RETURNS** will be accepted on any special ordered goods, non-stock items, special manufactured goods or any other quoted items ordered which are not standard stock items at our shop. Or alternatively, clients can pay the transport and SA VAT to send back special ordered goods. Once goods have arrived in our shop, it will be invoiced and expected to be paid according to payment terms, not depending on the time/date of collection of goods.

2.4. Discount allowed on sales:

2.4.1. **NO DISCOUNTS** will be allowed, as we operate as a wholesaler with low marginal markups. Our prices are competitive and well balanced in accordance with the consumers' needs and abilities to pay.

2.5. Basic sales:

2.5.1. **NO GOODS** may be loaded onto a client's car, if the final invoice is not printed, signed and/or paid for. Items must be checked by the sales person and store men for damages and correct quantities taken. Thereafter, the company will not take any responsibility for damages, shortages or losses.

2.5.2. **ONLY 30 DAYS CLIENTS** (with approved accounts and credit applications) are allowed to buy on account. **ALL OTHER CLIENTS** will need to supply us with an official company PO, or pay before leaving the shop. No unpaid CASH invoices will be accepted.

2.5.3. **30 DAYS CLIENTS** who do not settle their accounts by the **7<sup>th</sup> of the next month** will not be allowed to buy on their account. They will be forced to pay cash until the account is paid in full.

2.6. Collection of goods:

2.6.1. NO subcontractor, friend or any other person(s) will be allowed to collect goods/stock on another Debtor's account, even if arranged in advance with the office. The debtor will be held liable for account payments and therefore will be responsible to collect and inspect goods before leaving our shop. In the case where the Debtor himself are not available and cannot collect goods himself, we will not be held liable for any loss of stock or any discrepancy between the Debtor and his subcontractor/person who collected the stock. If a Debtor still needs to make this kind of arrangement, we will need an email, sent fax, PO or any other written proof from the Debtor/client, with the name of person(s) allowed to collect the goods from our shop, as well as the list of items to be invoiced.

2.6.2. **Reserved stock** items must be invoiced/paid for within one week, or reservation will be cancelled and available for sale again.

### 3. QUOTATION TERMS AND CONDITIONS

3.1. Prices quoted are for current stock only and are subject to change on new stock due to exchange rate fluctuations. Please confirm pricing when ordering.

3.2. Prices quoted are based on the quantities specified in the quotation and Electro Dynamics reserves the right to revise prices in the event of the quantities being reduced or increased.

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- 3.3. Prices quoted are subject to exchange rate fluctuations and any variation will be for the customer's account.
- 3.4. Prices quoted are ex-Swakopmund Namibia, unless otherwise specified.
- 3.5. Unit Prices quoted exclude VAT at 15%. VAT is payable on all invoices except on exports where Electro Dynamics is arranging and paying the export transport.
- 3.6. Delivery times, where specified are estimated. Electro Dynamics will endeavour to adhere to such estimated delivery times. Should any delays which are beyond Electro Dynamics' control take place, we will not be liable for any costs or losses incurred by the customer through such a delay. ALL required additional transport can not be guaranteed and is subject to couriers' tariffs and deliveries, but will be charged extra to the customers' account.
- 3.7. While we provide professional advice regarding the usage of goods supplied, the suitability of the goods for the use contemplated by the client is the sole responsibility of the client, and the Company shall in no way be responsible for the suitability of the goods sold for any particular end use.
- 3.8. Where the goods are not delivered by us, but collected by the Customer or collection/delivery to the carriers, we will not be responsible for goods lost or damaged in transit.
- 3.9. Quotations are valid for 10 calendar days from the date of the quotation on existing stock only.
- 3.10. All quotations and invoices are subject to our payment terms.
- 3.11. Any item not specified on the quotation, is excluded from this quotation. Additional products not stipulated or with different product codes will be quoted extra.
- 3.12. The issuing of our quotation represents no obligation until the company accepts the Customer's official purchase order.
- 3.13. All quotations and prices therein are provided E&OE (errors and omissions excepted). It will be the responsibility of the customer to double check and examine the quote thoroughly, before completing the purchase order/ re-quoting a third party.
- 3.14. This product(s) are sold by Electro Dynamics, to you. You acknowledge and understand in purchasing/ using prices of the said products, that you are aware of the capability and use of the product(s). If you quote/ resell the said product(s) to a third party, you will ensure that the third party is made aware of the capability and uses associated with the product(s).
- 3.15. You also acknowledge and understand that should any installation of the product be conducted, Electro Dynamics does not accept the liability for errors on incorrect installations. You indemnify and hold Electro Dynamics harmless against any loss, action, claim, harm or damaged of whatever nature, to whom you make the product available to.

#### 4. **CREDIT LIMIT**

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The Client has a credit limit approved by the above mentioned Bank. When new/ higher credit limits are required, a new credit application should be completed and signed. The account will then be reviewed and the client will be informed in writing. If the credit limit has been reached, no further deliveries will be allowed until a payment has been received, unless otherwise arranged with our office.

#### 5. EXCLUSIONS

The supplier shall under no circumstances be liable for any loss or any damage direct or indirect, sustained by the purchaser whether caused by the negligence of the supplier, its agents or employees.

#### 6. WARRANTIES

The person signing this Credit Application confirms that he / she is authorized to sign this document. Also that he / she has read and understands the contents hereof and more specifically the contents of the Suretyship. The signatory further acknowledges that the information furnished is true and correct and undertakes to notify the supplier in writing of any changes.

#### 7. DEFAULT

In the event of the purchaser breaching the terms and conditions of sale, the supplier shall be entitled to cancel any agreement between itself and the purchaser, in which event the purchaser shall have no claim against the supplier arising from such cancellation. The purchaser also acknowledges that the supplier at its own directory may withdraw any credit facilities granted to the purchaser, and reserves the right to demand the complete outstanding amount due by the purchaser.

#### 8. JURISDICTION

The supplier shall be entitled but not obligated to institute proceedings against the purchaser arising out of this contract in the Magistrates Court having Jurisdiction over the purchaser. Further more the purchaser agrees to be liable for all legal cost incurred by the supplier on the scale as between Attorney and own client.

#### 9. DOMICILIUM

The purchaser hereby dominates its business address as reflected on page one of this form, as Domicilium Citandi Et Executandi.

#### 10. SURETYSHIP

I, the undersigned, hereby bind myself as surety and co-principal debtor in solidum with the purchaser in favor of the supplier in respect of any amount that may now or in the future be due and owing by the purchaser to the supplier. In respect of any cause arising out of this document, I hereby renounce the benefits of excursion and division and choose my Domicilium Citandi Et Executandi for the purchase of this suretyship my address as set out hereunder:

Full Name: \_\_\_\_\_ ID: \_\_\_\_\_  
Residential Address: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

**(NOTE: Please attach the following documents: ID, Registration of Company, VAT Registration)**

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