



15 Edison Street
Southern Industrial Area
Windhoek
Namibia
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Tel: +264 61 249 478
Fax: +264 61 240 468
Toll free: 0800 016 232

Dear Customer

We thank you for your interest in becoming one of our valued C.O.D. customers. Herewith please find our C.O.D. account application incorporating our standard terms and conditions of sale.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for a C.O.D. account can only be considered upon receipt of a completed and signed application. Note that your application may take 24 hours to process and that upon completion you will be advised as to the status thereof.

Completed applications together with supporting documents (if applicable) may be forwarded to your regional Workgroup office as follows:

Windhoek:	Tel: +264 61 249 478 Fax: +264 61 240 468	15 Edison Street Southern Industrial Area Windhoek Namibia
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We further require that original applications be forwarded to our offices at the following postal address:

Workgroup Dealer Applications
P.O. Box 97274
Maerua Park
Windhoek

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable

Tel: +27 11 654 6106
Fax: +27 11 654 6520
Email: dealerapps@workgroup.co.za

**APPLICATION FOR A C.O.D (CASH ON DELIVERY) ACCOUNT INCORPORATING
STANDARD TERMS AND CONDITIONS OF SALE**

SECTION A – Questionnaire

We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for the opening of a Cash On Delivery (C.O.D) account with EXPLIX SOFTWARE TECHNOLOGIES (PTY) LTD, trading as WORKGROUP, registration number 2003/236 (hereinafter referred to as "THE CREDITOR").
In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co.	Public Co. (Ltd)
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2.1 Registered Name of "THE APPLICANT"

2.2 Trading name

2.3 Company Registration number (if registered)

3.1 Postal Address _____
_____ Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 1 of the Terms and Conditions of Sale

3.3 Delivery Address

3.4 Registered Office Address

3.5 Telephone Numbers Area Code (_____) _____

3.6 Telefax Number Area Code (_____) _____

3.7 Cellular Number _____

3.8 e-Mail address _____

3.9 Name, Address, and Contact number of landlord

3.10 Person responsible for account payment: _____

Please initial here

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4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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5.1 Bankers _____

5.2 Branch _____

5.3 Account Number _____

5.4 Branch Code _____

5.5 Type of account _____

5.5 Date account opened _____

5.6 If account has been open for less than 3 years, please state details of previous account _____

6.1 Holding Company name _____

6.2 Percentage share holding _____

6.3 Name of Auditors / Accounting Officer _____

6.3.1 Street address _____

6.3.2 Telephone Number Code (_____) _____

7 Details of principals (Sole Owner / Partners /Members / Directors)

Full Name	ID Number	Home Address	Home Phone

Please initial here

8 Trade References

Company Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()

9 The following C.O.D. limit request is for assessment purposes only and does not form part of this contract:

9.1 Estimated monthly purchases R_____

10. Dealership Justification

10.1 Nature of Business _____

11. E-Mail Database Details

Title	Name	Email address	Cell Number	Type of E-Mail Required		
Contact				Price List	Newsletter	Account
MD				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accounting				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accounting				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Purchasing				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Purchasing				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please initial here

SECTION B –Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with THE CREDITOR and in consideration thereof THE APPLICANT does hereby irrevocably accept the following terms and conditions.

1. **Domicilium**
THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi for all purposes arising out of this application at the Physical Address stipulated in Section A, clause 3.2 of this application.
2. **Proof of Claims**
A certificate signed by a manager or any director of THE CREDITOR reflecting the amount owing by THE APPLICANT to THE CREDITOR, in respect of the credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with THE CREDITOR, and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.
3. **Consent to jurisdiction**
Notwithstanding the amount which may at any time be owing by THE APPLICANT to THE CREDITOR, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by THE CREDITOR against THE APPLICANT arising out of any transaction between the parties, it being recorded that THE CREDITOR shall be entitled, but not obliged, to bring any action or proceeding in the said court.
4. **Defaulting in payment**
In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.
5. **Change of address**
THE APPLICANT undertakes to notify THE CREDITOR forthwith in writing of any change of address.
6. **Objections to statement**
If THE APPLICANT should fail to object to any item appearing on THE CREDITOR'S statement of account within fourteen days of date of the dispatch of the statements the accounts shall be deemed to be in order.
7. **Change of ownership**
THE APPLICANT undertakes to notify THE CREDITOR, in writing, within seven days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE APPLICANT. In addition to the foregoing, THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to THE CREDITOR.
8. **Reservation of ownership**
Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in THE CREDITOR. THE CREDITOR shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by THE CREDITOR. THE APPLICANT hereby waives any right it may have for a spoliation order against THE CREDITOR in the event that THE CREDITOR takes possession of any goods.
9. **Valid orders**
In the event of any order being given to THE CREDITOR on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
10. **Non-waiver of rights**
Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of THE CREDITOR shall not in any way operate as or be deemed to be a waiver by THE CREDITOR of any rights under this contract, or be construed as a novation thereof.
11. **Payment to CREDITOR**
THE CREDITOR does not appoint the Post Office as it's agents for payments by post. All payments shall be made to THE CREDITOR'S place of business from where the goods were ordered, In the event of any payments being mislaid or lost in the post, THE APPLICANT shall still be liable to THE CREDITOR for payment.
12. **Credit terms**
The credit terms are, unless amended in writing by a director/manager of THE CREDITOR, **Cash On Delivery (COD)**. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument. Any account facilities granted to THE APPLICANT by THE CREDITOR is entirely at the discretion of THE CREDITOR, and may be withdrawn at any time.

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13. Interest on overdue accounts

The CREDITOR shall be entitled to charge the APPLICANT interest at the rate of 2% per month above the prime lending rate of First National Bank a division of Firststrand Bank Ltd subject to the maximum lending rate on all accounts outstanding from due date, provided however, that nothing contained herein shall be interpreted as obliging THE CREDITOR to afford THE APPLICANT any such indulgence to effect payment after due date.

14. Consent to sharing information

THE APPLICANT consents to THE CREDITOR sharing information on his account with THE CREDITOR, with other credit grantors and credit information agents. Information shared with such credit grantors and agents is used to make credit granting decisions, to prevent fraud and manage risk.

15. Delivery and Repairs

- 15.1** THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on THE CREDITOR'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.
- 15.2** Any delivery date stated on the order confirmation is approximate only. THE CREDITOR shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 15.3** Whilst THE CREDITOR will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries. THE CREDITOR shall in any event not be liable to THE APPLICANT, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.
- 15.4** The risk in and to the goods shall pass from THE CREDITOR to THE APPLICANT on the date of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of THE CREDITOR'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by THE CREDITOR. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
- 15.5** In the event of THE CREDITOR acceding to any request by THE APPLICANT to postpone delivery of the goods, or in the event of THE APPLICANT failing to give THE CREDITOR sufficient information to enable it to process any order, THE APPLICANT will pay any costs and expenses thereby incurred by THE CREDITOR.
- 15.6** THE APPLICANT agrees that goods will be offloaded at the nearest accessible point on site. THE CREDITOR shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.
- 15.7** Any repair time or cost estimates given by THE APPLICANT to THE CREDITOR shall be estimates only and are no considered binding upon THE CREDITOR. Any item handed in for repair to THE APPLICANT may be sold to defray costs if such repair items are not collected within 30 days of such repair being carried out. Repairs are guaranteed for a period of three months against faulty workmanship.
- 15.8** All goods taken by THE CREDITOR on evaluation, approval demonstration or consignment shall be deemed sold if not returned with 7 days from delivery in perfect condition, in the original packaging and with all accessories and manuals intact.
- 15.9** THE CREDITOR acknowledges all copyrights, patents, trade marks or designs, and indemnifies THE APPLICANT against any claims, costs or expenses arising out of the infringement thereof.

16. Warranties

- 16.1** 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.
- 16.2** Liability under clause 16.1 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of THE CREDITOR.
- 16.3** THE APPLICANT will have no warranty or guarantee claims under this agreement unless THE CREDITOR has received notice within fourteen days of the alleged defect occurring, a written notice from THE APPLICANT specifying the defect and requesting THE CREDITOR to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by THE CREDITOR.
- 16.4** THE APPLICANT shall return any defective goods to the premises of THE CREDITOR at THE APPLICANT'S cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.
- 16.5** All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by THE APPLICANT; or should the goods be operated outside of the Manufacturer's specifications.

17. Recovery of legal /collection costs

Should THE CREDITOR instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of THE CREDITOR'S rights, THE CREDITOR shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

18. Responsibility for losses / damages or delays

THE CREDITOR will not be in any way responsible for losses, damages or delays caused by or arising from vis major easus fortuitus or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of THE CREDITOR, whether eiusdem generis with the causes aforementioned or not.

19. Jurisdiction of magistrate's court – irrespective of value

THE APPLICANT consents that at the option of THE CREDITOR (who shall be entitled but not obliged hereunder) any proceedings against THE APPLICANT may be brought by the Magistrate's Court, notwithstanding that the value of the claimable amount exceeds the jurisdiction of the Court.

Please initial here

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18. Set-off

It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between THE CREDITOR and THE APPLICANT come into existence and independently of the will of the parties and it shall not be necessary for either THE CREDITOR or THE APPLICANT to specifically raise set-off. Upon the operation of automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.

20. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

21. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. This agreement shall be governed by the laws of South Africa.

THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein.

Thus signed by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

Signed at _____ this _____ day of _____
before the undersigned witnesses.

For and on behalf of THE APPLICANT:

Name: _____
Designation: _____
Signature: _____
Date: _____
As Witness: _____

For and on behalf of THE CREDITOR:

Name: _____
Designation: _____
Signature: _____
Date: _____
As Witness: _____