



**FOR OFFICE USE ONLY**

Sales Person \_\_\_\_\_

Account No.: \_\_\_\_\_ Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

Dealer Type : \_\_\_\_\_ Signature : \_\_\_\_\_

**IMPORTANT**

- All pages must be completed.
- Please ensure that applicant and both witnesses initial every page
- Please use black pen to fill this form

**Documents Required :**

1. Business profile or motivation letter
2. Cancelled business cheque
3. Copy majority shareholder's / director's ID / Proprietor's ID / Member's ID / Partner's ID
4. Copy of Certificate of Incorporation (CM1), or Certificate of Name Change
5. Copy of an invoice from an existing IT trade reference
6. Business letterhead
7. Copy of CK 1 / 2 documents
8. Copy of partner agreement (if available)

**Dealer Application and Surety**

Registered Name of Business : \_\_\_\_\_

Trading Name (if any) : \_\_\_\_\_

Previous Trading / Registered Name(s) : \_\_\_\_\_

**Form of Business (Mark  ) :** Public Company  Private Company  Closed Corporation  Partnership  Sole Proprietor   
(Document No(s) : 1, 2, 3 & 4) (Document No(s) : 1, 2, 3 & 7) (Document No(s) : 1, 2, 3, & 8) (Document No(s) : 1, 2, 3, 5 & 6)

VAT Number : \_\_\_\_\_ Date of Establishment of Business : \_\_\_\_\_

Registered Name of Holding Companies : \_\_\_\_\_ Registration Number : \_\_\_\_\_

Name of Subsidiary : \_\_\_\_\_ Registration Number : \_\_\_\_\_

Activities : \_\_\_\_\_

Registered Address : \_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_

Delivery Address : \_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_ Landline No. : \_\_\_\_\_

First Contact Name : \_\_\_\_\_ ID No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

Second Contact Name : \_\_\_\_\_ ID No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_

Website : \_\_\_\_\_ E-mail : \_\_\_\_\_

**DETAILS OF : PROPRIETORS / DIRECTORS / MEMBERS / PARTNERS**

All Companies to include list of all Directors and Members

All Businesses Indicate % of membership, Partnership or shareholdings

1. Full Name : \_\_\_\_\_

ID No. : \_\_\_\_\_ Tel No. (Res) : \_\_\_\_\_

% Shares : \_\_\_\_\_ Cell No. : \_\_\_\_\_

Are you a South African Citizen? (Mark  ) : Yes  No

Country Name (If you are not a SA Citizen) : \_\_\_\_\_

Passport no. : \_\_\_\_\_

Residential Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_

Tel. No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

1. Full Name : \_\_\_\_\_

ID No. : \_\_\_\_\_ Tel No. (Res) : \_\_\_\_\_

% Shares : \_\_\_\_\_ Cell No. : \_\_\_\_\_

Are you a South African Citizen? (Mark  ) : Yes  No

Country Name (If you are not a SA Citizen) : \_\_\_\_\_

Passport no. : \_\_\_\_\_

Residential Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_

Tel. No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

1. Full Name : \_\_\_\_\_

ID No. : \_\_\_\_\_ Tel No. (Res) : \_\_\_\_\_

% Shares : \_\_\_\_\_ Cell No. : \_\_\_\_\_

Are you a South African Citizen? (Mark  ) : Yes  No

Country Name (If you are not a SA Citizen) : \_\_\_\_\_

Passport no. : \_\_\_\_\_

Residential Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_

Tel. No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

1. Full Name : \_\_\_\_\_

ID No. : \_\_\_\_\_ Tel No. (Res) : \_\_\_\_\_

% Shares : \_\_\_\_\_ Cell No. : \_\_\_\_\_

Are you a South African Citizen? (Mark  ) : Yes  No

Country Name (If you are not a SA Citizen) : \_\_\_\_\_

Passport no. : \_\_\_\_\_

Residential Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Code : \_\_\_\_\_

Tel. No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

Signature of Applicant :

**BANKERS DETAILS :**

Institution : \_\_\_\_\_ Branch Code : \_\_\_\_\_ Date Account Opened : \_\_\_\_\_  
 Account Type : \_\_\_\_\_ Account No. : \_\_\_\_\_  
 Account Name : \_\_\_\_\_

**TRADE REFERENCE 1**

Name : \_\_\_\_\_ Tel. No. : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_ Code : \_\_\_\_\_  
 Credit Limit ( in Rands) : \_\_\_\_\_ Terms : \_\_\_\_\_

**TRADE REFERENCE 2**

Name : \_\_\_\_\_ Tel. No. : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_ Code : \_\_\_\_\_  
 Credit Limit ( in Rands) : \_\_\_\_\_ Terms : \_\_\_\_\_

**TRADE REFERENCE 3**

Name : \_\_\_\_\_ Tel. No. : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_ Code : \_\_\_\_\_  
 Credit Limit ( in Rands) : \_\_\_\_\_ Terms : \_\_\_\_\_

List All Sureties, Notarial Bonds, Judgements, Cession of Debtors : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Have Moratoriums or Offers of Compromise ever been made to any Creditors ? : \_\_\_\_\_  
 Can the latest Financial Statements be made available? \_\_\_\_\_ Year : \_\_\_\_\_  
 Account Contact Person : \_\_\_\_\_ Tel. No. : \_\_\_\_\_ E-mail : \_\_\_\_\_  
 Financial Officers Name : \_\_\_\_\_ Tel. No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

**STANDARD CONDITIONS OF AGREEMENT OF SAHARA COMPUTERS (PTY) LTD****1. DEFINITIONS:**

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

- 1.a "the/this Agreement" means the agreement and Dealer application set out in this document, together with all amendments signed by the Company, which shall include but is not limited to the Credit Approval letter which may be issued to the Customer at the sole discretion of Sahara Computers (Pty) Limited and any special conditions attached to the Customer's Quotation;
- 1.b "The Company" means Sahara Computers (Pty) Limited, a private Company incorporated under the company laws of the Republic of South Africa under registration number 1997/015590/07, and its subsidiaries or holding company from time to time (as such terms are defined in the Companies Act, 1973) and any entity under its Control;
- 1.c "Confidential Information" means any information or data which by its nature or content is identifiable as confidential, and/or proprietary to either Party, and/or any third party (including without limitation any end-user) and which is disclosed in confidence by the disclosing party to the receiving party for the purpose of this Agreement;
- 1.d "Control" means the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent or more of the share capital or stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights; or the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, by contract or otherwise;
- 1.e "Customer" means the person and the legal entity whose name appears on the Customer Application and Personal Surety document, and whom shall be authorized to sign on behalf of the legal entity;
- 1.f "Effective Date" shall mean the date on which the Company informs the Customer if the application is successful;
- 1.g "Credit Approval" means the granting of credit to the Customer at the sole discretion of the Company, and on the terms stated on the Credit Approval Letter, which shall be deemed to be subject to the terms of this Agreement;
- 1.h "Order" means the Quotation, which on acceptance will be deemed the Customer's Order;

- 1.i "Product" means the products available from the Company, for which the Company will provide the Customer with a Quotation for acceptance. On acceptance the delivery of the Products or Services will be subject to the terms of this Agreement;
- 1.j "Intellectual Property" means all copyright, rights in business names, trade marks, trade names, service marks, patents, designs and/or inventions as well as all rights to source codes, trade secrets, confidential information, know-how and all other rights of a similar character (regardless of whether such rights are registered and/or capable of registration) and all applications and rights to apply for protection of any of the same;
- 1.k "Prime Rate" means the interest rate (expressed as a percentage (%) per annum, compounded monthly) from time to time published by Nedbank Limited, as being its minimum overdraft rate at which it lends to its most valued customers in the corporate sector, as certified by any bank manager of such bank, whose appointment or authority it shall not be necessary to prove, and whose certificate shall, save for manifest error of calculation, be prima facie proof of the contents thereof;
- 1.l "Quotation" means an offer by the Company to supply the Products or Services to the Customer in accordance with the provisions of this Agreement;
- 1.m "Services" means the offer by the Company, which offer will be detailed in the Quotation to deliver the services to, or on behalf of the Customer;
- 1.n "Signed" or "Signature" means a hand-written signature, excluding any signature appended by electronic communication; and
- 1.o "VAT" means value added tax in terms of the Value Added Tax Act, 1991 or any similar tax on the supply or sale of Products or Services.

**2. RECORDAL**

- 2.a The Customer has submitted an application to the Company for approval as a Dealer of the Company Products and Services.
- 2.b The Company shall in its sole discretion evaluate the application, and if successful, the Customer will receive notification thereof.

Signature of Applicant :

2.c If the Customer is approved by the Company, the Customer shall be entitled to buy Products or Services from the Company, for resale to the end user.

### 3. QUOTATIONS

- 3.a All Quotations will remain valid for a period of 1 (one) day from the date of Quotation or until the date of issue of a new the Company price list, whichever occurs first.
- 3.b All Quotations are subject to the availability of Products or Services and the prices quoted are subject to any increase in the cost price, including currency fluctuations affecting the Company before dispatch of the Products or the commencement of Services.
- 3.c If required by the Customer, such increase in the price will be certified by an independent auditor, appointed by the Company, and for the account of the Customer. Such certificate shall be final and binding on the Customer.

### 4. ORDERS

- 4.a The Customer waives the requirement to receive written notice of acceptance by the Company of any order placed by the Customer. A binding contract shall arise when the Customer informs the Company of acceptance of the Quotation. Acceptance shall be deemed to take place at the head office of the Company in Midrand and will be subject to the provisions of clause 4.b below.
- 4.b On acceptance of the Quotation, the Customer order on the Company shall be subject to this Agreement. It is specifically recorded that any terms and conditions accompanying the Customer's order, not agreed to in writing by an authorized representative of the Company, shall be null and void, and of no force and effect.
- 4.c No variations to the orders will be binding on the Company until the Company has accepted the variation, and sent a revised written Quotation to the Customer.
- 4.d The Customer shall pay all additional costs incurred as a result of any act or omission on the part of the Customer, including suspension of work; modifications or requirements; failure or delay in giving particular requisites to enable work to proceed on schedule; or requirements that work be completed earlier than agreed in the Quotation.
- 4.e Additional time spent by the Company as a result of the provisions of clause 4.d above, shall be charged at the Company's standard charge rate. If the work is required to be completed on an urgent basis, the Company's urgent charge rate will apply.

### 5. PURCHASE PRICE AND PAYMENT TERMS

- 5.a The Customer shall pay the amount on the Order at the offices of the Company, prior to delivery by:
- (1) Bank Guaranteed cheque; or
  - (2) Direct deposit of cash or internet banking into the Company bank account. Bank account details are available on request from the Company. The original bank deposit slip or a screen print of the transaction clearly showing the beneficiary number must be presented on collection of the Order; or
  - (3) if the Customer is a Credit Approved Customer, payment must be after the Company issues a tax invoice and in accordance with the provisions of the last dated Credit Approval Letter issued to the Customer by the Company.
- 5.b All payments in terms of or arising out of this Agreement, will be made in accordance with the provisions of clause 5.a above, in South African Rands, free of conditions, set-off, bank exchange, commission or any other deduction.
- 5.c The Customer agrees that no extension of payment terms of any nature will be extended to the Customer. Extension of payment terms will only be enforceable if agreed to in writing by a duly authorized representative of the Company.
- 5.d All discounts will be forfeited if payment is not made in full by the due date.
- 5.e The Company shall be entitled to invoice separately each delivery or performance.
- 5.f The Customer agrees that interest shall be payable on any monies due to the Company at the maximum legal interest rate permitted in law (and if no maximum amount is permitted in law, at a rate of 10% (ten percent) above the Prime Rate), compounded and calculated from the date it falls due.

### 6. DELIVERY AND PERFORMANCE

- 6.a The Company shall be entitled in its sole discretion to split the delivery or performance of the Products and/or Services ordered in the quantities and on the dates it decides.
- 6.b Times given for the delivery of Products or performance of the Services are merely estimates and are not binding on the Company.
- 6.c Delivery of the Products to the Customer shall take place at the place of business of the Company, on proof of payment by the Customer.
- 6.d If the Company agrees to engage a third party to transport the Products, the Company shall do this on behalf of the Customer and is hereby authorized to engage a third party as the authorized agent of the Customer and for the Customer's account.
- 6.e Risk in the Products shall pass to the Customer on delivery of the Products by the Company to the Customer, or its authorized agent. The Customer hereby irrevocably authorizes and ratifies any reasonable decisions made by the Company on its behalf with regard to such third party mode of transportation.
- 6.f The Customer indemnifies the Company against any claims of whatsoever nature that may arise against the Company from the agreement referred to in 6.d and 6.e above.
- 6.g Any delivery note (copy or original) signed by the Customer or its authorized agent or its employee shall be conclusive proof that delivery was made to the Customer.
- 6.h The Customer confirms that its signature or that of its employee, of the delivery note, constitutes prima facie proof that the Products and Services delivered comply with the Order.

### 7. WARRANTIES AND RETURNS

- 7.a The Customer warrants that:
- 7.a.1 The Products are procured for resale, and not for personal consumption;
  - 7.a.2 He is authorized to sign this Agreement on behalf of the business.
  - 7.a.3 The information provided in the Dealer Application and Personal Surety are true and correct to the best of his knowledge.
  - 7.a.4 That no representations were made by the Company in regard to the suitability of the Products or Services or any of its qualities other than those contained herein;
  - 7.a.5 Neither the Company nor any of its employees, agents or suppliers will be liable for negligent or innocent misrepresentations made to the Customer;
  - 7.a.6 It is the sole responsibility of the Customer to determine that the Products and Services ordered are suitable for the purposes of intended use.
- 7.b No warranties, guarantees or representations, express, implied or tacit, whether by law, contract or otherwise unless specifically recorded in this Agreement are binding on the Company, and the Customer waives any rights (common law or otherwise) that it may rely on.
- 7.c New Products carry the warranty in accordance with the manufacturer's product specific warranty. Services carry no warranty.

- 7.d The Company's liability is limited to the cost of repair or replacement of faulty Products and Services, or granting of a credit to the value of such Products or Services at the sole discretion of the Company.
- 7.e The Customer will have no claim under this Agreement unless the Company has received notification of the alleged defect by hand or prepaid registered post within 7 (seven) days of the alleged breach or default occurring, the Company will have 30 (thirty) days from receipt of the notice to respond thereto.
- 7.d All claims must be supported by the original tax invoice issued by the Company.
- 7.e The warranty will not be valid, unless the Customer returns any defective Product to the Company packed in the original packaging. All costs incurred in effecting the return will be for the Customer's account.
- 7.f The Company reserves the right to levy a handling fee of 10% (ten percent) of the purchase price reflected on the tax invoice of those Products returned to the Company.
- 7.g All warranties are immediately null and void should any equipment be tampered with or should the seals on Products be broken by anyone other than the Company, or in the event that the Products were used outside of the manufacturer's specifications.

### 8. OWNERSHIP

- 8.a Ownership of the Products will pass to the Customer on payment of the purchase price. The provisions hereof shall apply notwithstanding that the Products may have been incorporated into or form part of the Customer's itinerary of products.
- 8.b All Products, whether fixed to immovable property or not, shall be deemed to remain movable property and be deemed to be severable without injury to property.
- 8.c The Customer is not entitled to sell or dispose of any unpaid Products without the prior written consent of the Company.
- 8.d The Customer shall take all steps as is necessary to notify interested third parties that ownership of the relevant Products has not passed from the Company to the Customer. In particular, the Customer shall inform the owner or landlord of his premises that the Products are not subject to the landlord's hypothec.

### 9. FORCE MAJEURE AND LIMITATION OF LIABILITY

- 9.a The Customer shall not have a claim against the Company for any delay of failure of the Company to carry out any of its obligations under this Agreement arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of suppliers or contractors or any other cause whatsoever beyond the control of the Company. ("force majeure")
- 9.b The performance of the obligations of the Company shall, subject to 9.c below be suspended for the duration of the force majeure, which shall be deemed to commence only upon the date of written notice by the Company to the Customer. Upon cessation of the force majeure, this Agreement shall again become fully operative and the Company shall immediately resume performance.
- 9.c If the suspension of performance continues for more than 60 (sixty) consecutive calendar days, then either party may summarily terminate this Agreement by written notice to the other party, prior to the cessation of the force majeure.
- 9.d Any claim by the Customer against the Company, howsoever arising shall in the aggregate be limited to the amount reflected on the tax invoice in respect of which the claim relates. In any event, the Company will not be liable to the Customer for: (a) indirect or special damages and/or (b) loss of income or profit, howsoever arising whether or not caused by its employees, agents and/or contractors, and regardless of form or cause of action. The provisions of this clause are also stipulated for the benefit of the employees, agents and/or contractors of the Company.

### 10. INTELLECTUAL PROPERTY

- 10.a All rights, title and interest in and to all intellectual property relating to any Products or Services owned by either party to this Agreement, their vendors and/or suppliers and the software used to implement the Products or Services shall remain the sole property of such parties, their vendors or suppliers.
- 10.b Neither party shall in any manner alter or effect the display of the respective rights in the intellectual property of the other party, vendor or suppliers with out the prior written approval of the other party, vendor or supplier.
- 10.c Where there is a purported breach by the Customer of the Intellectual Property provisions of this Agreement, the Company reserves its right to seek an appropriate order from any court of law for interim relief, in the form of an interdict, mandamus or any other order of Court, including an order for costs on an attorney and own client scale. For the purpose of this clause, the parties irrevocably submit to the jurisdiction of the High Court of the Republic of South Africa.

### 11. BREACH AND TERMINATION

If the Customer:

- 11.a.1 is in material breach of any term or condition of this Agreement and fails to cure the breach within 30 (thirty) days after written notice thereof; or
  - 11.a.2 commits an act of insolvency within the ambit of Section 8 of the Insolvency Act, No 24 of 1936; is deemed unable to pay its debts within the ambit of Section 345 of the Companies Act, alternatively Section 69 of the Close Corporations Act, as the case may be, finds itself in circumstances capable of being wound up in terms of Section 344 of the Companies Act, alternatively Section 68 of the Close Corporations Act, as the case may be; is deregistered or applies for deregistration in terms of Section 73 of the Companies Act, alternatively Section 26 of the Close Corporations Act, as the case may be; or is subject to application by a person other than a Party for the provisional winding up or judicial management of such Party, or a special resolution is passed for the winding up of such Party; or
  - 11.a.3 has judgment taken against it and fails to satisfy or apply to have same set aside within seven (7) calendar days of becoming aware thereof; or
  - 11.a.4 without the prior written consent of the Company, undergoes a change in its shareholding or members' interest so that a new person owns the majority of its voting share capital or members' interest.
- 11.b The Company may, in addition to, and without prejudice to any other right it may have in law or in terms of this Agreement, to:
- 11.b.1 enforce specific performance of the terms of this Agreement;
  - 11.b.2 Subject to clause 11.c, cancel this Agreement
  - 11.b.3 Subject to the provisions of clause 9 recover such damages as it may have sustained.
- 11.c The Company may only cancel this Agreement in terms of clause 11.a.1 if the breach is material and is not capable of being remedied by payment of money or, if it is capable of remedy by payment of money, if the Customer fails to make payment within fourteen (14) calendar days after final determination of the amount.
- 11.d No claim may be instituted against the Company arising from the terms of this Agreement, unless dispute resolution proceedings are instituted in terms of this Agreement within one (1) year of the purported cause of action arising.

### 12. DOMICILUM AND NOTICES

- 12.a The Customer chooses its *domicilium citandi et executandi* as the address reflected as its physical address on the first page hereof

Signature of Applicant :



- 12.b The Company chooses its *domicilium citandi et executandi* as: Sahara Computers (Pty) Limited, 89 Gazelle Avenue, Corporate Park South, Old Pretoria Main Road, Midrand, Gauteng 1685 Attention: Financial Manager
- 12.c All notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth above or to such other address as specified in this Agreement by the Parties.

**13. ARBITRATION AND DISPUTE RESOLUTION**

- 13.a Save for any purported breach by the Customer of the Intellectual Property or Confidentiality provisions of this Agreement, any other dispute, disagreement or claim arising between the parties (hereinafter referred to as "the Dispute") concerning this Agreement or the interpretation of this Agreement or its termination, the parties shall attempt to resolve the Dispute by negotiation. In such event and as when the Dispute arises, one Party may invite the other in writing to meet and to attempt to resolve the Dispute within 7 (seven) days from date of the written invitation.
- 13.b Should the procedure as described in clause 13.a above fail and the Dispute remains unresolved within 21 (twenty one) days of the date of either Party's written invitation to meet in terms of clause 13.a, then in such event the matter shall be referred to each party's respective managing directors (or other suitable senior executives) and a meeting shall take place between such persons with a view to resolving same. Such meeting must take place within 7 (seven) days after the expiry of the aforementioned 21 (twenty one) day period.
- 13.c Should the procedure as described in clause 13.b above fail and a Dispute remains unresolved, then in such event the Dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA.

**14. CESSION**

- 14.a The Customer hereby irrevocably cedes, assigns and transfers, makes over unto and in favour of the Company, all the Customer's right and 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 amounts which the Customer may now or any time in the future owe to the Company.
- 14.b The Customer irrevocably and in terms hereof authorizes the Company in its absolute discretion to claim from all or any of the Customer's debtors the whole or any portion of the indebtedness of any one or more of them to give a valid receipt or discharge for such indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution thereunder 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 Customer.
- 14.c The security created by the cession shall be a continuous one, notwithstanding any fluctuation in the amount of indebtedness of the Customer to the Company.
- 14.d The Customer hereby undertakes on demand, to furnish the Company with such information concerning its debtors as may be reasonably required, to enable the Company to give effect to the provision of this clause.

**15. SECURITY**

- 15.a The Company reserves the right, in its sole discretion to request reasonable security for the due performance of any of the Customer's obligations under this Agreement.

- 15.b If the Company receives security, it will serve as a pledge in favour of the Company for present and past debts. the Company will be entitled to retain or realize such pledges, as it deems expedient.
- 15.c In the event that the Company requests reasonable security from the Customer, which security is not forthcoming within 7 (seven) days of the request, the Company shall be entitled to withdraw from the Agreement in whole or in part, without incurring any liability whatsoever.

**16. CUSTOMER INFORMATION**

- 16.a The Customer hereby consents to the storage and use by the Company of the information provided by the Customer to the Company, for the sole purpose of establishing its credit rating.
- 16.b The Company shall be entitled to disclose such information to credit control companies, banks and other institutions involved in rating credit.
- 16.c The Customer agrees that the Company will not be held liable for the disclosure of any of this information to such third parties and that no further specific consent is required thereto.

**17. SURETYSHIP**

- 17.a The signatory, by his signature hereto, binds himself in favour of the Company, its successors-in-title and assigns as surety and co-principal debtor in solidum with the Customer for the due and proper performance by the Customer of its obligations to the Company under this Agreement.
- 17.b The signatory warrants that he is duly authorized to represent and bind the Customer, and that he has read and understood each term and condition of this Agreement.
- 17.c The signatory in his personal capacity, and in his representative capacity as the authorized representative of the Customer, confirms that he accepts the terms and conditions of this Agreement, and considers it binding jointly and severally on himself and the Customer.

**18. GENERAL**

- 18.a This Agreement constitutes the entire Agreement between the parties with regard to the subject matter hereof.
- 18.b No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect, unless it is recorded in writing and signed by an authorized representative of the Company.
- 18.c Nothing in this Agreement constitutes either party as the agent, principal, representative or partner of the other, and no party shall be entitled to hold out to any third party that the relationship between the parties is that of a partnership, joint venture or the like.
- 18.d No failure or delay by a party to enforce any provision of this Agreement shall constitute a waiver or suspension of such provision or affect in any way a party's right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself.
- 18.e In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid the parties agree to negotiate in good faith an amendment to remove the invalidity.
- 18.f The Customer expressly waives all rights to claim prescription under the relevant provisions of the Prescription Act, 1969 as amended.
- 18.g This Agreement will be governed in accordance with the laws of the Republic of South Africa.

**ACCEPTANCE OF STANDARD CONDITIONS OF AGREEMENT & PERSONAL SURETY DOCUMENT**

I, \_\_\_\_\_ the undersigned, Identity Number, \_\_\_\_\_ on behalf \_\_\_\_\_ of (please print full legal entity) (hereinafter collectively referred to as "the Customer") accept the attached Standard Conditions of Agreement of Sahara Computers (Pty) Limited hereinafter collectively referred to as "the Company" and confirm that the same shall govern all trading terms between the Customer and the Company. The Customer warrants that the information set out this Dealer Application and Personal Surety document is true and correct. The Customer hereby acknowledges that he/she has read and understood each and every term of the Standard Conditions of Agreement and accepts the same as binding on the Customer.

Thus Done and signed at \_\_\_\_\_ on this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

1. \_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name)

2. \_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name)

On behalf of the Customer the signatory hereto warrants that he has been duly authorised by the Customer referred to above to enter into this contract on behalf of the Customer and hereby binds himself as **surety and co-principal debtor in solidum** with the Customer in favour of the Company for all obligations of the agreement and accepts the same as binding on him. A fully binding Contract on the these Standard Conditions of Agreement will be binding on the Customer from the date that the Company advises the Customer in writing that it has been appointed as an approved Dealer.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Authorised Signatory)

Signature of Applicant :