

TOA ELECTRONICS SOUTHERN AFRICA (Pty) Ltd

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CREDIT APPLICATION

TOA REPRESENTATIVE NAME: _____ BRANCH MANAGER APPROVED: _____

PLEASE NOTE: Only Accredited Dealers can apply for Credit.

1. TRADES REFERENCES, EXCLUDING FINANCE COMPANIES:

| NAME OF COMPANY | CONTACT PERSON | TEL NO (No cellular numbers) |
|-----------------|----------------|------------------------------|
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Please supply the names and addresses of 3 trade references. (*Ensure that these companies are willing to provide trade references*)
These must not be connected with you and be able to speak for the level of credit being sought.

2. FINANCIAL DETAILS (Please complete full Account Holder details)

AUDITORS : _____

CONTACT NO : _____

BANKERS : _____

BRANCH : _____

BRANCH CODE : _____

ACCOUNT HOLDER : _____

TYPE OF ACCOUNT : _____

ACC NUMBER : _____

CREDIT LIMIT REQ : _____

ACCOUNTS CLERK : _____

3. TERMS AND CONDITIONS:

The following terms and conditions, together with the order by the purchaser and acceptance of TOA ELECTRONICS SOUTHERN AFRICA (Pty) Ltd, shall constitute the whole contract between the purchaser and TOA ELECTRONICS SOUTHERN AFRICA (Pty) Ltd, hereinafter referred to as "the Creditor" /

1. The creditor's terms of credit are that all accounts are to be paid in full within 30 DAYS from date of statement. AMOUNTS NOT PAID ON DUE DATE WILL BE SUBJECT TO INTEREST BEING CHARGED AT PRIME RATE + 2 %.
2. All goods returned for credit must be accompanied with the appropriate invoice, and shall be subject to the following handling fees: 15% if returned with original packaging, manuals, etc. and 30% if returned without the original packaging, manuals, etc. Goods not returned within 14 days of purchase may not be considered for credit, as new replacement stock may be on order. TOA ELECTRONICS reserves the right to decline any requests for goods to be returned for credit.
3. Terms of payment are "COD", unless terms have been arranged and approved. All export orders must be paid for in full before leaving South Africa.
4. Transport costs from our warehouse are for the purchasers account.
5. Any orders in excess of the credit limit approved prior to placing orders, shall require the third party to guarantee payment to TOA ELECTRONICS.
6. Prices are subject to exchange rate fluctuations. Prices will only be adjusted upwards.
7. Prices are NETT and ex TOA ELECTRONICS Warehouse. Goods remain the property of TOA ELECTRONICS until paid for in full. Should the goods purchased from TOA ELECTRONICS be sold to a third party, such third party shall be advised, by the original purchaser, that until TOA ELECTRONICS is paid in full for the goods by the original purchaser, then TOA ELECTRONICS may at any time reclaim the goods from the third party.
8. Prices are exclusive of VAT.
9. Equipment purchased holds a one year guarantee, however, the guarantee does not cover damage due to misuse, tampering and wear and tear.
10. The purchaser shall have no claim against the creditor for short delivery of goods, unless such claim is lodged within seven (7) days of purchase, with proof in writing, with the creditor, stating the nature of the claim.
11. Payment to the creditor shall not at any time be withheld, pending settlement of any dispute between the creditor and the purchaser.
12. The purchaser hereby consents to the jurisdiction by virtue of section 28 of the Magistrates Court Act, for the determination of any claim which the creditor may, at any time, have against the purchaser out of the supply of goods and or services, and, which would otherwise be beyond the jurisdiction of the Magistrates Court because of the amount of the claim.
13. In the event of any amount being handed to an attorney for collection, the purchaser shall be responsible for payment of all legal costs, collection commission, calculated at the rate of 10% on each installment and attorney and client charges.
14. The purchaser accepts that a certificate by any director of the creditor, at any given point in time, shall be sufficient and adequate proof of purchase for the purpose of all legal proceedings against the purchaser for recovery of any amounts due.
15. We are entitled to make whatever inquiries we deem necessary in assessing your application for credit. If the credit is approved, we are further entitled to register details about the conduct of your account at the credit bureau(s).
16. The purchaser acknowledges that the creditor may without explanation, withdraw credit facilities at any time, without prior notice.
17. A proof of delivery signed by a person ostensibly in the employ of, or ostensibly associated with, or ostensibly mandated by, or ostensibly acting as an agent of the applicant, shall be sufficient proof of the fact stated therein for the purpose of all legal proceedings against the Creditor in respect of the delivery of the goods stated therein.
18. Payment shall be made without deduction or set off at the address as indicated by the Creditor.

THE ABOVE MENTIONED TERMS FORM THE BASIS OF AND SUPERSEDES ANY CONDITIONS WHICH MAY BE SUBMITTED ON THE PURCHASER'S ORDER.

The GENERAL TERMS and CONDITIONS OF SALE can be produced on request or downloaded [here](http://www.toasa.co.za). (www.toasa.co.za – download – forms)

4. DECLARATION:

I / we hereby warrant that the above information is true and correct and, I / we hereby accept and agree to the conditions as set out, which conditions I / we acknowledge having read and understood.

| NAME | DESIGNATION | SIGNATURE |
|------|-------------|-----------|
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| | | |

Must be signed by all directors/shareholders/members or by nominated person authorised to sign on behalf of the applicant.
(Resolution to be attached)

DATE:

<http://www.toa.co.za>