

**Johannesburg** 14 Enterprise close , Linbro Business Park , Sandton, P.O. Box 651555 Benmore 2010  
Tel : (011) 723-7500 Fax : (011) 723-7600

**Cape Town** 7 Viking Convenience Centre, Thor Circle , Thornton, 7460, P.O. Box 445 Howard Place 7450  
Tel : (021) 530-7900 Fax : (021) 530-7901

**Durban** Unit 3, Fir Lane Greyville, P.O. Box 4874 Durban 4000  
Tel : (031) 309-6653 Fax : (031) 309-66489



Sales Representative :

**DEBTORS MASTER CAPTURE FORM**

1.	Trading Name of Business		
2.	Registered Name of Business		
3.	Previous Trading / Registered Names		
4.	Incorporated Form of Business	5.	Reg. No. of Incorporation
6.	VAT Registration No. ( <i>attach certificate</i> )	7.	Established Date of Business
8.	Registered Name of Holding Company		
9.	Names of Subsidiary and Associate Companies		
10.	Business Activities		

11.	Physical Address		
12.	Delivery Address		
13.	Postal Address	Code	
14.	Are invoices to be sent to this address, if not where?		
15.			Code
16.	Registered Address	Code	
17.	Tel No. ( )	18.	Fax No. ( )
19.	Premises <input type="checkbox"/> Owned or <input type="checkbox"/> Leased ?	20.	Name of Landlord
21.	Postal Address of Landlord	Code	

Details of  Proprietors  Directors  Members  Partners

22a	Full Name	23a	ID No.
24a	Residential Address		
25a	Date Ownership Acquired	26a	% Shareholding / Interest
22b	Full Name	23b	ID No.
24b	Residential Address		
25b	Date Ownership Acquired	26b	% Shareholding / Interest
22c	Full Name	23c	ID No.
24c	Residential Address		
25c	Date Ownership Acquired	26c	% Shareholding / Interest

Should there be further owners, please attach and send together with this application

27.	Auditors / Financial Officer's Name	28.	Tel No. ( )
29.	Banker's Details : Institution :	30.	Branch
31.	Acc. Name	32.	Acc. No.
33.	Date Acc. Opened	On EFT? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Trade Reference Name	Address	Telephone Number	Credit Limit
		( )	
		( )	
		( )	
		( )	

39.	List all sureties, cession of debtors, notarial Bonds, judgements		
43.	List all liquidations and / or sequestrations against the business or it's principals		
44.	Have moratoriums or offers of compromise ever been made to any creditors		
45.	Can the latest audited Financial Statements be made available? <input type="checkbox"/> Yes <input type="checkbox"/> No	46.	What year?

Turnover Last Financial Year? \_\_\_\_\_

**Is Annual Turnover over R2 Million  Yes  No**

47.	Credit limit required (over 2 months) :		Are Order Numbers Used ? <input type="checkbox"/> Yes <input type="checkbox"/> No
48.	Credit terms : <b>30 Days , nett</b>	49.	Accounts contact Person:
			Accounts tel no:
			Accounts E Mail:

Undersigned accepts the Standard Conditions of Introstat (Pty) Ltd. Herewith attached. **The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from date of statement being issued by Introstat (Pty) Ltd.** The signatory hereby binds himself/herself as co-principal debtor jointly and severably. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped. **I hereby certify that all the above information is correct. Please note:** The risk of payment by cheque through the post rests with the customer.

Signed :

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

50.	Name of above signed Signatory :
51.	Company Designation of Signatory :

**for Introstat internal use only**

Trade Reference Name	Terms	Comments on Payment History	

Trade References Confirmed by : \_\_\_\_\_ Credit Rating Score : \_\_\_\_\_

Approved Credit Limit :	By :	Date :
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**Account No.**

Pricing Structure :	Customer Category :
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**STANDARD TERMS AND CONDITIONS OF SALE – CONSUMABLES DIVISION**

**1) DEFINITIONS:**

In these conditions, the following definitions are explained:

- 1.1 "Company" means Introstat (Pty) Ltd.
- 1.2 "Customer" means the consumer
- 1.3 "Products" means all the goods supplied by Introstat
- 1.4 "Services" means all the services supplied by Introstat in relation to the products supplied
- 1.5 "Order" means an order accepted by Introstat in writing

**2) GENERAL:**

- 2.1 The customer agrees that this agreement represents the entire agreement between themselves and Introstat (Pty) Ltd. (hereinafter to be called Introstat).
- 2.2 No changes will be made **unless agreed to by both parties**. This must be put in writing and signed by the customer and an authorized representative of Introstat.
- 2.3 The customer agrees that this agreement is for all future relationships between the parties and is applicable to all existing debts between the parties.
- 2.4 The terms of this agreement replaces all previous conditions or agreements.
- 2.5 The agreement only becomes final and binding on receiving the acceptance by Introstat at its business addresses in Sandton, Cape Town or Durban.

**3) SURETY:**

- 3.1 The signatory hereby **binds himself/herself in his/her personal capacity** as Director (in the case of a company), Member (in the case of a Close Corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to Introstat and agrees that these standard conditions apply with the necessary changes being made to him/her.

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**4) QUOTATIONS AND ORDERS:**

- 4.1 It is the customer's own responsibility to determine that the goods or services quoted and ordered are suitable for intended use.
- 4.2 Quotations are valid for a period of fourteen (14) days only and are subject to availability of the goods or services being quoted.
- 4.3 Pricing quoted may be subject to increase due to rate of exchange fluctuations and the customer will be notified within a reasonable time period in writing.
- 4.4 The customer agrees to pay all costs resulting from the suspension of work, modification of requirements, failure or delay to enable work to proceed for a particular order.
- 4.5 All orders, whether verbal or written shall be binding and subject to the standard terms and conditions of this agreement.

**5) DELIVERY:**

- 5.1 The customer agrees that the goods or services delivered on the tax invoice represent the goods and services ordered by the customer at the prices agreed to.
- 5.2 The customer needs to ensure that all goods are inspected and that the customer is satisfied with the delivery of goods.
- 5.3 Any delivery note or waybill signed by the customer will be proof that delivery was made to the client.
- 5.4 Delivery of the goods to the customer will take place from the place of business of Introstat.
- 5.5 The delivery, installation and performance times will be given within a reasonable time frame after the conclusion of the sales transaction.
- 5.6 Introstat shall be entitled to invoice each delivery actually made, separately.
- 5.7 If Introstat agrees to engage in a third party to transport the goods. Introstat is hereby authorized to engage a third party on the customer's behalf and on the terms deemed fit by Introstat and the customer.

**6) RISK:**

- 6.1 The risk of damage, destruction or theft of **goods will pass onto the customer once the customer has signed the invoice** and needs to be comprehensively insured.
- 6.2 All goods supplied by Introstat remain the property of Introstat until paid in full.

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**7) WARRANTIES AND RETURNS:**

- 7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only.
- 7.2 Services and repairs of any products are guaranteed for a period of three (3) months after the date of installation.
- 7.3 If any goods are returned they are required to be in their original packaging and will not be charged for within ten (10) business days after delivery.
- 7.4 If any goods are opened or used, Introstat reserves the right to charge the customer a reasonable amount for the use of the goods during the time in which they were in the customer's possession, or any amount against the depletion/consumption of the goods, or the amount for necessary restoration costs of the goods.
- 7.5 All guarantees are immediately null and void should any of the goods be tampered with or mishandled or stored outside the manufacturer's specifications.**
- 7.6 To be valid, all claims need to be supported by an original Introstat Tax Invoice.
- 7.7 Any item handed in for repair may be sold by Introstat to cover the costs of these repairs if the items are not collected within thirty (30) days of the repair being completed.

**8) PAYMENT AND INTEREST:**

- 8.1 The customer agrees that the amount contained in the Tax Invoice issued by Introstat is due unconditionally (a) cash on order; (b) if the customer is a Credit Approved customer, within 30 days from the date of the tax invoice issued.  
The customer agrees to pay the total amount due at the offices of Introstat and **any risk of payment by cheque through the post rests with the customer.**

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8.2 The customer agrees that if the account is not paid in full within the prescribed period, Introstat will put into action legal proceedings at the expense of the customer.

8.3 The customer agrees that if an account is not settled in full (a) against an order, or (b) within 30 days from tax invoice, should the client be a Credit approved client, Introstat is entitled to cancel this agreement and immediately institute legal action against the customer.

Introstat may take repossession of any goods delivered to the customer and claim damages. This action is without prejudice and in accordance with the law.

8.4 The customer has no right to withhold payment for any reason and agrees that no extension of payment of any nature will be allowed.

8.5 The customer agrees that the amount that is due and payable may be determined and proven by an auditor's certificate.

8.6 A credit approved customer will lose approval should accounts not be paid on time.

8.7 All discounts will no longer apply if payment is not made in full on the applicable due date.

8.8 The customer agrees that the interest shall be paid on all outstanding money due to Introstat at the maximum legal rate prescribed in terms of the National Credit Act.

8.9 Any item delivered to Introstat may serve as a pledge of debt in favour of Introstat. The value of the pledge will be set off against the debt of the customer.

8.10 All goods remain the property of Introstat until fully paid for.

8.11 The customer is not allowed to sell or dispose of any goods until they are paid for, or with written consent.

8.12 Should this agreement be cancelled, the customer may retransfer a quantity of the same goods back to Introstat instead of payment.

8.13 The customer agrees to the standard rates of Introstat for any goods or services rendered. These are obtainable on request and if there is an increase, the customer will be notified in writing.

## 9) Cancellation:

10.1 **Any order is subject to cancellation if the customer breaches any term of this agreement.**

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10.2 In the event of cancellation, the customer may be liable to pay the difference between the selling price and the value of the goods at the time of repossession.

10.3 If the customer cancels, Introstat is entitled not to produce the balance of a contract and to recover any loss sustained by the customer.

## 10) LEGAL:

9.1 The customer acknowledges all copyrights and will not duplicate this information.

**9.2 Under no circumstances will Introstat be liable for any gross negligence in using the products by the customer.**

**9.3 The customer agrees that Introstat has the right to institute any action in the Magistrate's or Supreme court at its sole discretion.**

9.4 The customer may be liable for to Introstat for all legal expenses on the attorney-and-own client scale and the counsel incurred by Introstat in the event that there is a default by the customer or in any law suit regarding the validity and enforceability of this agreement.

9.5 Any print out of computer evidence tendered by a party is admissible evidence in terms of the Computer Evidence Act.

9.6 The customer agrees to inform Introstat in writing within 7 days of any change of details.

9.7 The customer chooses all legal proceedings notifications to be at the business address or the physical address of any director (in the case of a company), member (in the case of a close corporation) or of the owners or partners.

9.8 The invalidity of any part of this agreement will not affect the validity of any other part unless agreed to in writing

9.9 This agreement and its interpretation is subject to South African Law and the Consumer Protection Act 68 of 2008.