



APPLICATION FOR ACCOUNT



TRADING INFORMATION

COMPANY NAME:

STREET ADDRESS:

DELIVERY ADDRESS:

POSTAL ADDRESS:

TELEPHONE NUMBER:

AREA CODE:

FAX NUMBER:

CELL/ADDITIONAL
NUMBER:

TYPE OF BUSINESS:

HOLDING COMPANY:

INTERNET ADDRESS:

NAME & ADDRESS:

DATE ESTABLISHED:

(MARK X WHERE APPLICABLE):

PRIVATE COMPANY

PARTNERSHIP

PUBLIC COMPANY

C.C.

INITIAL:

DIRECTORS / OWNERS FULL NAMES AND PARTICULARS

NAME:

RESIDENTIAL ADDRESS:

IDENTITY DOCUMENT NO:

DESIGNATION:

NAME:

RESIDENTIAL ADDRESS:

IDENTITY DOCUMENT NO:

DESIGNATION:

NAME:

RESIDENTIAL ADDRESS:

IDENTITY DOCUMENT NO:

DESIGNATION:

INITIAL:

PERSON RESPONSIBLE FOR **ACCOUNT QUERIES**

NAME:

DESIGNATION:

CONTACT NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

NAME OF BANKERS:

BRANCH CODE AND NAME:

ACCOUNT NUMBER:

CO. REGISTRATION NO:

V.A.T. NO:

INITIAL:

TRADE REFERENCES

TRADE REFERENCE NAME:

TELEPHONE NUMBER:

AMOUNT:

TERMS:

REMARKS:

TRADE REFERENCE NAME:

TELEPHONE NUMBER:

AMOUNT:

TERMS:

REMARKS:

TRADE REFERENCE NAME:

TELEPHONE NUMBER:

AMOUNT:

TERMS:

REMARKS:

CREDIT LIMIT REQUIRED:

C.O.D. ONLY

R20 000

R30 000

R40 000

50 000

R100 000

OTHER

INITIAL:



ORDERS

DG Store shall only supply products in accordance with these Terms and Conditions of Sale upon receipt of an order, in writing, from Client setting out the type and number of products required. Notwithstanding the aforesaid, DG Store shall be entitled but not obliged to accept orders communicated telephonically to it by the client, provided that the Client confirms such telephonic order in writing. In the event of any order being given to DG Store, DG Store is not obliged to ensure that the Clients' signature(s) on the order is valid nor that the person placing the order is indeed an employee of the Client.

All orders placed by the Client with DG Store are subject in all respects to approval and acceptance by DG Store, in its sole and absolute discretion, and DG Store shall not be bound to accept any order placed by the Client or be liable to the Client for any claim of any nature which arises by virtue of its refusal to accept any order.

DELIVERY

DG Store undertakes to fulfill the Client's orders for the products, once approved and accepted by DG Store, with all reasonable dispatch and to use its reasonable endeavors to meet the Client's delivery date requests. Delivery is, however, subject to product availability. All delivery date and times given or otherwise proposed by DG Store to the Client are estimated dates and times. DG Store shall not be liable in terms of these Terms and Conditions of Sale if DG Store is prevented from making any delivery as a result of any circumstances whatsoever which are not within its reasonable control, DG Store shall be deemed to have been released from its obligation to make that delivery for so long as, and to the extent that, it is prevented from making that delivery and in such event these Terms and Conditions of Sale shall be deemed to have been suspended for the period concerned. DG Store shall be entitled, in its sole and absolute discretion, to suspend any delivery of the product while the Client is in breach of any of these Terms and Conditions and/or any other agreement between DG Store and the Client.

DG Store shall not be liable for any delay, loss or damage incurred by the Client or its customers where any delivery of the products by DG Store is delayed or prevented for any reason whatsoever. The Client shall not be entitled to refuse acceptance of the Product as a consequence of any such delay.

DG Store shall accept no return of any products supplied by DG Store in terms hereof unless a Return Authorisation Voucher ("RAV") has been requested by the Client and issued by DG Store to such Client. The RAV shall be issued in DG Store's sole and absolute discretion and shall not, in any circumstances, be issued for any products where a request is received from the Client after seven (7) days from the date of receipt of an invoice in respect of such products. Products for return will only be accepted by DG Store if DG Store is satisfied that such products are clean, unopened, unused, undamaged and in their original packaging [on a current DG Store price list]. Products must be returned to DG Store within (2) days of the date of the RAV being issued together with copies of the relevant invoices. In the event that DG Store accepts a product return a credit will be issued to the Client and, if applicable, payment refunded, or in the case of a credit sale, a credit shall be passed against the Client's account, upon receipt of the returned products. DG Store will be entitled to deduct or set-off any costs incurred by it in connection with the return of the products including, without limitation, the handling fee against any amount to be refunded to the Client.

A handling fee of 10% (ten percent) will be levied by DG Store at its discretion, on all goods accepted for return and the Client shall be responsible for any return transportation costs relating to the returned products.

INITIAL:



PRICE

The purchase price of the products delivered by DG Store to the Client shall be the most recent price stipulated on the invoice in respect of the products furnished by DG Store to the Client from time to time. DG Store shall be entitled in its sole discretion to vary the price of any product at any time prior to submitting an invoice to the Client in respect of such product.

The Client shall be obliged to pay the purchase price of any products delivered to it in terms hereof in South African currency by EFT to DG Store's bank account, as stipulated on the DG invoice.

If price changes result in higher purchase price to the Client, DG Store will deliver all outstanding orders at the new increased price. This includes, inter alia, products that cannot be delivered due to credit reasons. The Client has the right to cancel such orders, in writing, before delivery is effected.

For credit reasons DG Store may, in its sole and absolute discretion, decline to deliver the outstanding orders at the original agreed price or reserve the right to cancel any outstanding orders.

DG Store reserves the right to vary prices and other particulars contained in the DG Store price list for any products without prior notice to the Client.

Without limiting the generality of DG Store's right to vary the prices of any of the products all quotes, oral or written, given by DG Store or its employees are subject to exchange rate variation and these Terms and Conditions of Sale..

PAYMENT TERMS

The following payment terms apply to DG Store Client's:

- a. Cash or payment by a bank guaranteed cheque on delivery of products to the Client or collection of products from DG Store, or
- b. Provided that written approval by DG Store's credit department is given, payment by the Client by cheque on delivery of products to the Client or collection of products from DG Store or
- c. Provided that approval by DG Store's credit department is given in writing, on credit where the Client in DG Store's sole and absolute discretion, has maintained satisfactory purchase volumes and payments of the products in terms hereof.
- d. Where the credit terms described in 4c) apply:

Client's account shall be payable 14 (fourteen) days from the date of invoice; and where electronic bank payment is made; DG Store shall only credit the Client's account on receipt of payment into DG Store's bank account;

Interest at the ruling prime rate of The Standard Bank of South Africa Limited (which prime rate shall be conclusively proved by a certificate of any manager of that Bank, whose appointment and authority as such it shall not be necessary to prove) plus 3% (three percent) or the maximum rate permitted from time to time by law, whichever is the lower, shall be charged by DG Store on overdue accounts;

INITIAL:



All payments shall be made free of bank exchange, commission and all other deductions;

Client shall have no right to defer, adjust or withhold any payment due or to obtain deferment of judgment or any execution of such judgment by reason of any set-off or counterclaim of whatsoever nature or howsoever arising; and

e. DG Store shall be entitled at any time to require the Client to provide such security as DG Store in its sole discretion deems fit for the payment of any amounts owed or to be owed to DG Store by the Client in terms hereof. Any approval given by DG Store's credit department as contemplated in 4b) and 4c) shall not be binding on DG Store which shall be entitled to withdraw such approval in its sole discretion on written notice to the Client. Where DG Store has withdrawn any approval as aforesaid, the Client shall be obliged to comply with the provisions of 4a) in respect of any products delivered to, or collected by, it as contemplated in these Terms and Conditions of Sale.

f. DG Store specifically denies that the S.A. Post Office is its agent. The Client accepts full responsibility for payments sent through the S.A. Post Office.

g. The Client shall be charged all expenses, including any legal costs whether on the attorney and client scale or otherwise, and costs of collections on all overdue accounts.

h. Any claim by the Client arising in respect of any manifest error in any invoice submitted to it by DG Store must be notified in writing to DG Store within 14 (fourteen) days of the date of that invoice failing which such claim will be of no force and effect.

TITLE AND RISK OF LOSS

a. Risk of loss or damage to the products supplied in terms hereof shall pass from DG Store to the Client upon delivery of the products to the Client at the delivery location specified in the Client's order or at handover at the Client's specified collection point [in the Republic of South Africa]. Ownership of the products supplied in terms hereof shall only pass from DG Store to the Client upon full and final payment by the Client to DG Store for such products. Until such times as the purchase price has been paid in full, ownership in and to the products shall remain vested in DG Store and Client shall keep the products free of any lien, hypothec or other security interest and, if necessary, give appropriate notice of the aforesaid reservation of ownership to third parties who, through the operation of law or otherwise, may obtain alien, hypothec or other security interest in or over the products; and

b. Client shall properly insure the products for the benefit of DG Store.

c. Notwithstanding the provisions of this 5), DG Store reserves the right to inform any third party of the reservation of ownership referred to in 5a); and to determine the adequacy of any insurance taken out by the Client in terms of 5b) and to take out such additional insurance at Client's cost as DG Store may, in its sole and absolute discretion, determine as reasonably necessary to protect its security interest in the products.

d. Client hereby authorizes DG Store to enter Client's premises in event of Client's material default hereunder, for purposes of repossessing products for which no payment has been received. Client hereby waives any right it may have for a spoliation order against DG Store in the event that DG Store takes possession of the products in accordance with the provision of this 5d.

INITIAL:



WARRANTY

Any products supplied in terms hereof shall carry a warranty according to the Manufacturers' or Vendors' standard warranty terms supplied with and in respect of the product. Any defective product, including out of box failure, shall be returned to Manufacturers' or Vendors' authorized warranty service centers.

The service center will request proof of purchase and the onus is on the Client to retain such proof.

It is expressly recorded that DG Store does not accept any responsibility for any warranties, expressed or implied or statutory, including implied warranties of merchantability of the products' fitness for a particular purpose and warranties against latent defects.

LIMITATION OF LIABILITIES

Neither DG Store nor its employees, agents, directors and any other person who has been involved in the creation, production, or delivery of the products which are the subject of these Terms and Conditions of Sale shall be liable for any direct, indirect, consequential, or incidental damages, costs or losses (including, without limitation, damages for loss of profits or revenue, business interruption, loss of information, and the like) arising out of the products or any part thereof being defective in any way or not being suitable for any particular purpose or use whether or not such damages, costs or losses are attributable to any negligence or conduct on the part of DG store.

Client hereby indemnifies and holds DG Store harmless against any and all claims by any third party against DG Store arising from or in connection with any products.

MISCELLANEOUS

a) These Terms and Conditions of Sale constitute the entire terms between the parties. Save as otherwise provided in these Terms and Conditions of Sale, no addition to or variation, consensual cancellation or notation in terms hereof and no waiver of any right arising from these terms or its breach or its termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.

b) Any statement or condition included in any order form submitted by the Client to DG Store or any other notification given by the Client to DG Store which modifies or is otherwise inconsistent with the terms of these Terms and Conditions of Sale will be accepted by DG Store only on the basis that, notwithstanding such statement or condition, the rights and obligations of DG Store shall be determined by these Terms and Conditions of Sale only, and in accepting or fulfilling any order placed by the Client, DG Store shall not be deemed to have in any way varied its rights or obligations in terms of these Terms and Conditions of Sale.

c) These Terms and Conditions of Sale shall be in all respects governed by and construed in accordance with the laws of the Republic South Africa. The courts of South Africa shall have jurisdiction in all matters pertaining to or arising out of these Terms and Conditions of Sale.

d) Both parties choose as their respective domicilium citandi et executandi their business addresses as set out on DG Store's invoice(s) from time to time. Each party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address and/or its facsimile number within the Republic South Africa.

e) The Client agrees and accepts that DG Store may perform any verification and/or credit checks with any relevant authority and/or credit bureau.

INITIAL:



I/We consent to the Jurisdiction of the Magistrate's Court for all action taken against me/us irrespective of the amount involved.

I/We agree that I/we have read and understood all the contents of the above and agree to be bound by them. I/We hereby undertake to abide by DG Store's Terms and Conditions of Sale.

NAME:

SIGNATURE:

DATE: