



APPLICATION FOR ACCOUNT

TRADING INFORMATION

COMPANY NAME:

STREET ADDRESS:

DELIVERY ADDRESS:

POSTAL ADDRESS:

TELEPHONE NUMBER:

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:

ULTIMATE BENEFICIAL 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:

Declaration

I/We warrant that the information provided herewith is true and correct in every respect.

INITIAL:

DIRECTORS 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

R20 000

R30 000

R40 000

R50 000

R100 000

Other

INITIAL:



1. ORDERS

DG Store shall only supply products in accordance with these Terms and Conditions of Sale upon receipt of an order, in writing, from the Client setting out the type and number of products required. Notwithstanding the aforesaid, DG Store shall be entitled but not obliged to accept orders communicate 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 Client's signature(s) on the order is valid nor that the person placing the order is indeed an employee, agent, director or any other person 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.

2. 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 dates 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 of Sale 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 the 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:

3. 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 prices of any product at any time prior to submitting an invoice to the Client in respect of such product. DG Store shall also be entitled to vary the prices and other particulars contained in the DG Store list for any products without prior written notice to the Client.

The Client shall be obliged to pay the purchase price of any products delivered to it as set out in the payment terms below.

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.

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.

4. PAYMENT TERMS

All payments in terms of or arising out of these Terms and Conditions of Sale shall be payable in Rands (being the lawful currency of the Republic South Africa), unless agreed otherwise between DG Store and the Client, and shall be made:

- a. in cash on delivery of products to the Client or collection of products from DG Store; or
- b. by direct electronic funds transfer in immediately available funds, free from exchange, bank charges, withholding, set-off or any other deduction of any nature whatsoever into DG Store's bank account, as stipulated on the DG invoice on delivery of products to the Client or collection of products from DG Store; or
- c. 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, and further provided that the prior written approval by DG Store's credit department is given;
- d. Where the credit terms described in clause 4(c) apply, the following options may be requested:
 - Client's account shall be payable 14 (fourteen) days from the date of invoice;
 - Client's account shall be payable 15 days from statement
 - Client's account shall be payable 30 days from statement
 - and where electronic bank payment is made as set out in clause 4(b); 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:

- 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 clause 4(c) shall not be binding on DG Store. DG Store 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 clause 4(a) or clause 4(b) in respect of any products delivered to, or collected by, it as contemplated in these Terms and Conditions of Sale.
- f. Any costs incurred by DG Store arising out of the breach by the Client of its obligations under these Terms and Conditions of Sale shall be borne and paid for by the Client including all expenses and any legal costs whether on the attorney and client scale or otherwise, and costs of collections on all overdue accounts.
- g. 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.

5. 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 a lien, hypothec or other security interest in or over the products; and
- b. Client shall properly insure the products for the benefit of DG Store until ownership in such products transfers to the Client.
- c. Notwithstanding the provisions of this clause 5, DG Store reserves the right to inform any third party of the reservation of ownership referred to in clause 5(a); and to determine the adequacy of any insurance taken out by the Client in terms of clause 5(b) 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 the 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 clause 5(d).

INITIAL:

6. 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.

7. 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, punitive, special, consequential, or incidental damages, costs or losses (including, without limitation, damages for loss of profits or revenue, business interruption, business reputation, business opportunities, loss of information or other contracts, 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.

8. PROTECTION OF PERSONAL INFORMATION

- a. Both parties acknowledge their respective obligations to comply with the provisions of the Protection of Personal Information Act, 4 of 2013 ("POPIA") as well as all applicable data protection laws as amended or substituted from time to time and hereby undertake to comply with such obligations as further described herein below.
- b. Where either party "processes" (as such term is defined in POPIA) or requires the other party to process any "personal information" (as defined in POPIA), belonging to the other party, or that of a related party (both acting as "responsible parties" (as such term is defined in POPIA), both parties:
 - i. agree to comply with the provisions of POPIA as well as all applicable data protection legislation for processing of such personal information, including to only process personal information received by a party to the extent required under these Terms and Conditions of Sale and any further processing as may be authorised by the other party in writing; and
 - ii. consent to the processing of any of its personal information for purposes of compliance with and in terms of these Terms and Conditions of Sale.
- c. Without limiting the generality of the above, both parties hereby warrant that where it provides any personal information on behalf of any other person (including its directors, members, shareholders, trustees and the like, as applicable), it is authorised to provide such personal information and to consent to the processing of such person's personal information on their behalf.

INITIAL:

- d. Within 30 (thirty) days after the termination of these Terms and Conditions of Sale, for whatsoever reason, each party shall return any personal information received by it under or pursuant to these Terms and Conditions of Sale to the other party, or at the discretion of either party, destroy such personal information, and shall not retain copies, samples or excerpts thereof (including any and all back-ups or other digital records thereof) unless such party is obliged in terms of applicable law to retain such personal information, in which case it shall only retain such personal information for the period required. In cases where either party has elected for the personal information to be destroyed, the parties shall, within 5 (five) days of receiving the instruction to destroy the personal information, send a written confirmation to the other party confirming the destruction of such personal information.
- e. Notwithstanding anything to the contrary contained herein, both parties shall not retain any personal information of the other party for any period in excess of that prescribed or required by POPIA and/or other applicable data protection laws.

9. KNOW YOUR CUSTOMER

If the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of signature of the Terms and Conditions of Sale, or any mandatory provision of any applicable law obliges DG Store to comply with “know your customer” or similar identification procedures (whether in terms of the Financial Intelligence Centre Act, 2001 or otherwise) in circumstances where the necessary information is not already available to DG Store, the Client shall as soon as possible upon the request of DG Store supply, or procure the supply of, such documentation and other evidence as is reasonably requested by DG Store in order for DG Store to carry out and be satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the supply of the products contemplated in these Terms and Conditions of Sale.

10. ANTI-BRIBERY AND CORRUPTION LAWS AND SANCTIONS

The Client undertakes and warrants to DG Store that:

- i. it is conducting its business in compliance with applicable anti-bribery and corruption laws including but not limited to the US Foreign Corrupt Practices Act, 1977, the UK Bribery Act, 2010 and the Prevention and Combating of Corrupt Activities Act, 12 of 2004, and has instituted and maintained anti-bribery and corruption policies and procedures and its directors, officers, employees and agents are compliant with all applicable anti-bribery and corruption laws;
- ii. it has not been, nor is it targeted under any sanctions (being trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by any sanctions authority, including but not limited to the United Nations, the European Union, the Council of Europe, the Government of the United States of America and any of their governmental authorities, including but not limited to OFAS, the US Department of Commerce and His Majesty’s Treasury), and it has not and will not violate any applicable sanctions.

INITIAL:



10. MISCELLANEOUS

- a. These Terms and Conditions of Sale constitute the entire terms between the parties in regard to the subject matter hereof and supersede and negate all prior terms. 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. Both parties may not rely on any representation (whether or not made innocently, negligently or deliberately) which allegedly induced that party to enter into these Terms and Conditions of Sale, unless the representation is recorded in these Terms and Conditions of Sale.

INITIAL:



digital generation