



**EZITRACK (PTY) LTD - COD DEALER REGISTRATION FORM**

**COMPANY DETAILS**

<b>COMPANY</b>		
<b>REGISTRATION NO:</b>		
<b>VAT NO:</b>		
<b>DIRECTOR(S)/ ID NUMBER(S)</b>	<b>NAME</b>	<b>ID NUMBER</b>

**TYPE OF BUSINESS**


**ADDRESS**

<b>POSTAL ADDRESS:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>TELEPHONE NO:</b>	
<b>FAX NO:</b>	
<b>CELL PHONE NO:</b>	
<b>EMAIL:</b>	

**CONTACT PERSONS**

<b>MANAGEMENT:</b>	
<b>SALES:</b>	
<b>ACCOUNTS:</b>	

**BANKING DETAILS**

<b>BANK:</b>	
<b>BRANCH:</b>	
<b>ACCOUNT NO:</b>	

**CREDIT REFERENCES**

<b>COMPANY:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NO:</b>	
<b>COMPANY:</b>	

**PLEASE NOTE:**

- Dealer applications will only be approved on receipt of the original document.
- Proof of address
  - Identity document
  - Company registration documents
  - VAT Registration document



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## Ezitrack (Pty) Ltd STANDARD TERMS AND CONDITIONS OF SALE

1. The goods means the goods as indicated on any company forms, price lists, quotations, orders or invoices.

### 2. PRICES AND QUOTATIONS

Prices quoted are valid for a period of seven (7) days from date of quote, and are subject to the conditions below: These terms and the most recent standard terms and conditions of sale of Ezitrack (Pty) Ltd shall apply, to the exclusion of all of the customers terms, to all quotations, orders and to the sale and delivery of any goods or services. We reserve the right to change the standard terms and conditions from time to time by notice or publishing updated terms and conditions on our website. Foreign Exchange: prices quoted are subject to foreign currency fluctuations. In the event that the rand fluctuates against the applicable foreign currency from the date of this quotation until the approved purchase orders are received by Ezitrack (Pty) Ltd, Ezitrack (Pty) Ltd reserves the right to re-quote and change the amount payable by the customer in respect of such goods by the percentage of such change. A new purchase order will be required before ordering goods. In the event of the shipping, airfreight or other transportation costs increasing between the date of this quotation and the date on which the goods are received by Ezitrack (Pty) Ltd, Ezitrack (Pty) Ltd reserves the right to increase the price of the goods sold in accordance with such increase. In the event of a manufacturer's price being increased between the date of this quotation and the date on which the goods are received by Ezitrack (Pty) Ltd, Ezitrack (Pty) Ltd reserves the right to increase the price of such goods in accordance with the manufacturer's increase. A purchase order placed against this quotation is deemed to be and shall constitute acceptance of this quote, these terms and the most recent standard terms and conditions of sale of Ezitrack (Pty) Ltd. Ezitrack (Pty) Ltd reserves the right to invoice customers for goods ordered which were procured upon written request either via a non-cancellable irrevocable order, official purchase order or an email instruction received. Ezitrack (Pty) Ltd also reserves the right not to accept any order. Acceptance by Ezitrack (Pty) Ltd of any order and all delivery obligations are always subject to the availability of the goods. All goods shall remain the property of Ezitrack (Pty) Ltd until paid for in full and are sold only with the original equipment manufacturers warranty. Ezitrack (Pty) Ltd gives no additional warranty on goods save to the extent expressly provided in any South African law. Errors and Omissions are exempted and shall not bind Ezitrack (Pty) Ltd. Ezitrack (Pty) Ltd reserves the right, at any time, to correct any error or omission. Unless otherwise stated in the quote, prices exclude VAT. We advise our reseller partners to include our standard quote terms and conditions when quoting your end customers.

### 3. PAYMENT

3.1 The customer shall pay the amount on the tax invoice. Payment is due on presentation of the invoice or on collection of the goods.

### 4. DELIVERY

4.1 Ezitrack (Pty) Ltd shall not be obliged to hand over any goods to the customer without prior payment thereof.

4.2 In the event that the customer requires delivery of the goods and Ezitrack (Pty) Ltd agreeing there to a delivery charge may be levied at the sole discretion of Ezitrack (Pty) Ltd.

### 5. ORDERS

5.1 The customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the customer at the prices agreed to by the customer and where performance/delivery has already taken place that the services and goods were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

5.2 Ezitrack (Pty) Ltd will accept all written and oral orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from Ezitrack (Pty) Ltd. Ezitrack (Pty) Ltd will not be responsible for any errors or misunderstandings occasioned by the customer's failure to make the order in writing.

5.3 Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of Ezitrack (Pty) Ltd as at the date when the customer places the order of the goods, and shall be capable of acceptance by Ezitrack (Pty) Ltd by the delivery of the goods, written acceptance or confirmation of the order.

5.4 Any order marked for "Collections" and not collected within 3 days of placing the order will automatically be credited back into the system.

## 6. OWNERSHIP AND RISK

6.1 All risk in and to all goods sold by Ezitrack (Pty) Ltd to the customer shall pass to the customer on delivery thereof.

## 7. RETURNED GOODS

7.1 Whilst Ezitrack (Pty) Ltd is under no obligation to accept the return of goods, the customer may apply to Ezitrack (Pty) Ltd for permission to return goods and if written permission is given. The customer may return any defective goods to the premises of Ezitrack (Pty) Ltd or its nominee at the customer's own cost.

7.1.1 Any item delivered to Ezitrack (Pty) Ltd will form the object of a pledge in favour of Ezitrack (Pty) Ltd for present and past debts of the customer to Ezitrack (Pty) Ltd and Ezitrack (Pty) Ltd will be entitled to retain such pledge as a value determined as follows:

7.1.1.1 The difference between the selling price and the value of the goods at the time that the debt became due.

7.1.1.2 The value of any repossessed goods or retained pledge goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuator will be prima facie proof of the value.

7.2 In the event of a cancellation of an order by the customer for goods accepted for return by Ezitrack (Pty) Ltd, Ezitrack (Pty) Ltd reserves the right to charge a handling fee of up to 15% (fifteen) on the value of the order cancelled or goods returned.

7.3 The credit control department must be notified of the relevant invoice, packing slip and batch numbers before any claim will be considered.

## 8. WARRANTIES AND INDEMNITY

8.1 Goods may be guaranteed under the manufacturer's product specific warranties only, and all other guarantees and warranties including common law guarantees and warranties in relation to goods and services are hereby specifically excluded by Ezitrack (Pty) Ltd.

8.2 All guarantees are immediately null, and void should any equipment be tampered with or should the "seals" on the equipment be broken by anyone other than Ezitrack (Pty) Ltd or its appointed nominee, or should the goods be operated outside the manufacturer's specifications.

8.3 To be valid, guarantee claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.



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8.4 No warranties whether express or implied shall apply, other than those provided in this contract. Ezitrack (Pty) Ltd specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of Ezitrack (Pty) Ltd shall be a warranty by Ezitrack (Pty) Ltd. Any such statements made shall not give rise to any liability or whatsoever nature on the part of Ezitrack (Pty) Ltd, its employees, subcontractors or subsidiaries. Ezitrack (Pty) Ltd will not be liable to the customer for any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss or profits arising out of Ezitrack (Pty) Ltd performance or customers' use of the goods or services rendered.

8.5 The customer indemnifies and holds Ezitrack (Pty) Ltd (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against Ezitrack (Pty) Ltd by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/ or services rendered by Ezitrack (Pty) Ltd.

8.6 The customer shall not duplicate copyrighted material. In the event of the customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to Ezitrack (Pty) Ltd.

## 9. GENERAL

9.1 Ezitrack (Pty) Ltd reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the customer from the time that the customer is notified thereof.

9.2 This contract represents the entire agreement between Ezitrack (Pty) Ltd and the customer and shall govern all future contractual relationships between Ezitrack (Pty) Ltd and the customer.

9.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of Ezitrack (Pty) Ltd. No agreement, whether consensual or unilateral or bilateral, purporting to obligate Ezitrack (Pty) Ltd to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of Ezitrack (Pty) Ltd.

9.4 No relaxation or indulgence with Ezitrack (Pty) Ltd may grant the customer shall prejudice or be deemed to be a waiver of any Ezitrack (Pty) Ltd rights in terms of these terms and conditions.

NAME IN PRINT: \_\_\_\_\_

AUTHORIZED POSITION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_