



Micro Man (Pvt) Ltd, 15 Arden Road, Newlands

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Micro Man Pvt (Ltd) - Dealer Application Form

Business Particulars

Registered Company Name:		Company Reg No:
Trading Name:		VAT Number: BP Number:
Postal Address:		
Physical Address:		
Email:	Phone:	Mobile:
Name of Buyer:	Email:	Mobile:
Accounts Contact:	Email:	Mobile:

Directors Particulars

Name:	Address:	Phone:

Trade References

Supplier:	Phone:	Limit:

Name of Banker

Name:	Branch:
Account Number:	Phone:

All accounts are on a cash basis unless authorised by management.

Please provide the following documents with this application:-

1. Certificate of Incorporation
2. VAT Certificate
3. Copy of ID
4. Please sign and initial every other page on the right hand corner

We declare that the above information is true, correct and complete. We authorise **Micro Man (Pvt) Ltd** to make such credit investigations as they see fit, including contacting the above trade references and banks to obtain credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to **Micro Man (Pvt) Ltd** any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all these terms and conditions.

Name: _____ Title: _____

Authorized Signature: _____ Date: _____

As Witnesses: _____

1. The customer agrees that:
 - (a) This customer represents the entire agreement between the Customer and Micro Man (Pvt) Ltd hereinafter called "The Organisation" and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the customer and a duly authorised representative of the Organisation.
 - (b) That this agreement will govern all future contractual relationships between the parties and;
 - (c) Is applicable to all existing debts between the parties.
2. The customer hereby acknowledges that he has read and understood each term of this Agreement and accepts them as binding.
3. The customer warrants that the signatory on this document has been duly authorised to contract on his behalf.
4. The signatory hereto hereby binds him/herself as surely and co-principal debtor to the Organisation for the due fulfilment of all obligations of the customer incurred in terms hereof and agrees that the standard conditions contained herein will be applicable to him/her.
5. The customer:
 - 5.1 Acknowledges that no representations were made by the Organisation in regard to the goods or services or any of its qualities leading up to its contract;
 - 5.2 Agrees that neither the Organisation nor any of its employees will be held liable for any negligent or innocent misrepresentation made to the customer.
6.
 - 6.1 All quotes will remain valid for a period of 7 (seven) days from date of the quote. The validity of any price quoted is subject to increases in the cost price of the Organisation before dispatch of goods.
 - 6.2 The customer hereby confirms that the goods and services on the reverse side 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 conform to the quality and quantity ordered.
 - 6.3 Any delivery note (copy or original) signed by the Customer and held by the Organisation shall be conclusive proof that delivery was made to the customer.
 - 6.4 All orders whether oral or in writing, will be binding and subject to these Standard Conditions of Agreement and may not be cancelled.
 - 6.5 The Organisation shall be entitled in its sole discretion to split the delivery of goods ordered in the quantities and the dates it decides.
 - 6.6 The Organisation shall be entitled to invoice each delivery actually made separately.
 - 6.7 The risk of damage to or destruction of goods passes to the customer on conclusion of any agreement of sale.
 - 6.8 In the case of repairs undertaken by the Organisation, repair times given are merely estimates and are not binding on the Organisation.
 - 6.9 All goods taken on approval basis by the Customer is deemed sold if not returned within 7 (seven) days of issue.
7.
 - 7.1 In the event of the goods that are defective, the rights of that Customer are limited to the factory guarantee of the goods supplied. To be valid, guarantee claims must be supported by the original Tax invoice and the undamaged packaging of the goods. All guarantees are immediately null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than the Organisation. Under no circumstances will the Organisation be liable for damage arising from misuse or abuse of the goods.
 - 7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of credit at the sole discretion of the premises of the Organisation. It is the duty of the customer to return defective goods to the premises of the Organisation at his own cost.
 - 7.3 Any item delivered to the Organisation will form the object of a pledge in favour of the Organisation for present and past debts.
8. Under no circumstances will the Organisation be liable for consequential damages.
9. No claim under this contract will arise if the Customer has given the Organisation 30 (thirty) day's written notice by prepaid registered post to rectify any defect or breach of contract.
10. The customer agrees to pay the amount on the invoice at the offices of the Organisation:

- (a) Cash or Order; or
 - (b) Within as many days as has been granted by the Organisation to the customer as indicated on the Dealer Application Agreement and by failing any such indication not more than 14 (fourteen) days after the due date of invoice.
11. 11.1 The Customer has no right to withhold payment for any reason whatsoever.
 11.2 The Customer is not entitled to offset any amount due to the Customer by the Organisation against this debt.
 11.3 The customer hereby agrees that any item handed in for repair may be sold by the Organisation to defray the posts of such repairs if the item remains uncollected within 30 (thirty) days of the repairs being completed.
12. The customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed to according to clause 10 above in the case of Approved Customers; the Organisation is:
- (a) Entitled to immediately institute action against the customer at the sole expense of the Customer; or
 - (b) To cancel the Agreement and take possession of any goods delivered to the Customer and claim damages.
13. The Customer agrees that the amount due and payable to the Organisation shall be determined and proven by a certificate issued by the Organisation and signed on its behalf by any duly authorised person, which authority need not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
14. The Customer agrees that interest shall be payable on any monies due to the Organisation at the maximum legal interest rate prescribed in the terms of the Usury Act, from the date they fall due. In the case of late payment, interest shall be calculated from the date of order.
15. 15.1 In the event of cancellation, the Customer shall be liable to pay:
- (a) The difference between the selling price and the value of the goods at the time of repossession and;
 - (b) All other costs incurred in the repossession of the goods. The value of the repossessed goods will be deemed to be the value placed on them by a sworn valuator after such repossession and such valuation will be conclusive proof of the value.
- 15.2 The customer indemnifies the Organisation completely against any damage whatsoever relating to the removal of repossessed goods.
16. All goods supplied by the Organisation remain the property of the Organisation until such goods have been fully paid for. The Customer is not entitled to sell any goods unpaid for without the prior written consent of the Organisation.
17. 17.1 The customer shall be liable to the Organisation for all legal expenses (including collection fees) on the Attorney-and-Client Scale of an attorney and counsel incurred by the Organisation in the event of:
- (a) Any default by the Customer, or
 - (b) Any litigation in regard to the validity and enforceability of this Agreement. The Customer will also be liable for any collection or evaluation fees incurred.
- 17.2 The customer shall pay in ZW\$ (Zimbabwe dollars) into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
- 17.3 The Customer agrees that the Organisation will not be required to furnish security in terms of Rules 62 of the Rules of Court of the Magistrate's Court.
18. The Customer agrees that no indulgence whatsoever by the Organisation will affect the terms of this Agreement or any of the rights of the Organisation and such indulgence shall not constitute a waiver by the Organisation in respect of its rights herein. Under no circumstances will the Organisation be stopped from exercising any of its rights in terms of this contract.
19. The parties do hereby consent that the Magistrate's Court shall have jurisdiction to determine any action or proceedings which may arise under or in connection with this agreement, but without prejudice to the rights of either of them, to bring proceedings in the supreme court, where such proceedings would, but for the foregoing consent, fall outside the jurisdiction of the Magistrate's Court.
20. 20.1 Any document will be deemed duly presented to the Customer within:
- (a) Three days of prepaid registered mail to any of the Customers business or postal addresses or to the personal address of any director, member or owner of the Customer; or
 - (b) Within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or
 - (c) On being delivered by hand to the Customer or to any director, member or owner of the Customer.
- 20.2 The Customer and/or Signatory chooses as its domicilium citandi et exucitandi the address as is reflected as its registered address on the Dealer Application Agreement.
21. The Customer agrees to the standard rates of the Organisation for any goods or services rendered, which rates may be obtained on request.
22. The invalidity of any part of this contract will not affect the validity of any other part.
23. Any order is subject to cancellation by the Organisation due to force majeure from any cause beyond the control of the Organisation, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by any reason of an act of God, war, civil disturbance, riot, state of emergency, strike lockout, or any other labour disputes, fire, flood, drought or legislation.
24. The Organisation, in its sole prerogative, reserves the right to, without derogation to any other right that the Organisation may have or wish to exercise, charge a handling fee of 20% (twenty per centum) on the net purchase price before Value Added Tax on any goods or equipment sold to the customer after the customer had removed such goods or equipment from the premises of the Organisation or had some delivered to it and thereafter, decided that it does not want to purchase such goods or equipment and wishes to return same.