

19 Bosloerie Ave
Rooihuiskraal
0154



P.O. Box 5144
The Reeds
0158

eZee IT Solutions

Your partner in Business Management and Accounting Software

Reseller Account Application

CHECKLIST WHEN SUBMITTING THE APPLICATION FORM

Please ensure that all required documents are returned with your application.
This will ensure speedy approval thereof.

- All fields to be completed correctly.
- Each and every page initialled in bottom right hand corner.
- Terms & Conditions initialled in bottom right hand corner, and signed in full on the last page.
- Copy of ID books for all directors / members to be attached.
- Copy of company letterhead to be attached.

Please fax to 086 554 0550 or scan and mail to info@ezee.co.za

19 Bosloerie Ave
Rooihuiskraal
0154



P.O. Box 5144
The Reeds
0158

eZee IT Solutions

Your partner in Business Management and Accounting Software

Reseller Application

Registered Company Name: _____

Trading Name: _____

Company Reg. No.: _____

Company Vat No.: _____

Nature of business: _____

Street Address: _____

Province: _____

Postal Address: _____

Telephone No: _____

Fax No.: _____

Web Site Address: _____

Contact Name (Accounts): _____

E-mail address: _____

Contact Name (Buyer): _____

E-mail address: _____

19 Bosloerie Ave
Rooihuiskraal
0154



P.O. Box 5144
The Reeds
0158

eZee IT Solutions

Your partner in Business Management and Accounting Software

Est. Purchases per month: _____

Outline Financial Information:

Turnover per year: _____

Name of Bankers: _____

Branch: _____

Account Number: _____

Telephone Number: _____

If account has been operational less than 12 months, please provide details of previous bankers.

Please supply us with at three trade references:

Company Name	Contact Name	Number	Credit Limit

Please print clearly, the relevant Directors' or Members' details:

Name	Position	ID Number	E-Mail Address
Residential Address			
Name	Position	ID Number	E-Mail Address
Residential Address			
Name	Position	ID Number	E-Mail Address
Residential Address			

19 Bosloerie Ave
Rooihuiskraal
0154



P.O. Box 5144
The Reeds
0158

eZee IT Solutions

Your partner in Business Management and Accounting Software

Name	Position	ID Number	E-Mail Address
Residential Address			

Please supply us with a cancelled letterhead, and with a copy of the directors/ members ID Books.

Attached Company Letterhead

Attached Copy of Directors ID Books

Our Bank Details are as follows:

eZee IT Solutions :
Nedbank
Account Number: 1286 096 448
Branch Code: 128605
Current Account

19 Bosloerie Ave
Rooihuiskraal
0154



P.O. Box 5144
The Reeds
0158

eZee IT Solutions

Your partner in Business Management and Accounting Software

Conditions of Credit

EZee IT Solutions reserves the right to discontinue and summarily to cancel any agreement in respect of which payments have fallen in arrears and, in the event of these rights being exercised, all amounts owing shall immediately become due and payable on demand.

EZee IT Solutions reserves the right to amend prices without prior notice.

I acknowledge that should payments not conform to the terms agreed, I shall be liable for interest on any overdue amount at the interest rate of 5% above the Prime Overdraft rate quoted by Nedcor Bank Ltd.

I acknowledge that the information provided will be relied upon by you to determine whether or not to open an account for me, and confirm that every item of information given is true and correct.

I hereby certify that I am duly authorised to sign this application for credit facilities and record that I agree to the terms and conditions stated herein, and acknowledge that all business stated will be conducted in terms of the EZee IT Solutions Standard Terms And Conditions Of Sale, which have been brought to my attention and by which I am hereby bound.

I choose as my domicilium citandi et executandi the address specified under "Street Address" above.

Name: _____
(Block caps)

Designation: _____

Place: _____
(Block caps)

Date: _____

Signature: _____

PLEASE NOTE: Each and every page must be initialled on the bottom right hand side.



eZee IT Solutions

Your partner in Business Management and Accounting Software

EZEE IT SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE

In these terms and conditions:-

1. The goods means the goods or services as indicated on any company forms, price lists, quotations, orders or invoices.
 2. **PRICES AND QUOTATIONS**
 - 2.1 The price of the goods sold or services rendered shall be the usual price as set out in the EZee IT Solutions price list at the time of the sale of the goods.
 - 2.2 EZee IT Solutions has the right to change the prices of the goods from time to time without prior notice to the customer.
 - 2.3 All quotes remain valid for 30 (thirty) days from the date of the quote, or until the date of issue of a new price, whichever occurs first. The validity of any price quoted is subject to availability.
 3. **PAYMENT**
 - 3.1 The customer shall pay the amount on the invoice at the offices of EZee IT Solutions. Payment is due immediately save for credit approved customers, in which event payment is due within 30 days of date of the invoice.
 - 3.2 Where the customer uses a postal service to effect payment to deliver or return goods such postal services shall be deemed to be the agent of the customer. Likewise, where the customer uses Internet banking, the bank shall be deemed to be the agent of the customer.
 - 3.3 The customer has no right to withhold payment or make set offs or deductions from any payment due by it for any reason whatsoever. No extension of payment of any nature will be granted unless reduced to writing and signed by the customer and a duly authorised representative of EZee IT Solutions.
 - 3.4 EZee IT Solutions shall have the right to suspend deliveries and to exercise its rights in terms of clause 4 if any amount due by the customer is unpaid.
 - 3.5 If any amount owed is not settled in full (a) on due date (b) on demand. EZee IT Solutions is entitled to, without prejudice to any of its rights;
 - 3.5.1 immediately institute action against the customer and/or
 - 3.5.2 cancel the sale and take possession of any goods delivered to the customer, including goods sold or disposed of by the customer which have not been paid for in full, and claim damages.
 - 3.6 Should any amount not be paid by the customer on due date, the full outstanding amount in respect of all purchases by the customer shall become due and payable, and the customer shall be liable to pay interest in respect of amounts unpaid at the compound rate of a 5% (five per cent) above the prime overdraft rate of Nedcor Bank Limited on all overdue amounts from due date until date of payment, calculated and payable monthly in advance. A certificate from Nedcor Bank Limited, signed by any manager of such bank, whose authority and capacity it shall not be necessary to prove, shall be *prima facie* proof of the interest rate charged.
 - 3.7 EZee IT Solutions shall not bear any risk associated with the loss of cheques sent via post by the customer.
 4. **WITHDRAWAL OF CREDIT FACILITIES**
 - 4.1 EZee IT Solutions' decision to grant credit facilities to the customer and the nature and extent thereof is at the sole discretion of EZee IT Solutions.
 - 4.2 EZee IT Solutions reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.
 5. **ORDERS**
 - 5.1 The customer hereby confirms that the goods and services on the 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 EZee IT Solutions 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 EZee IT Solutions. EZee IT Solutions 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 EZee IT Solutions as at the date when the customer places the order of the goods, subject to clause 2.4 above, and shall be capable of acceptance by EZee IT Solutions by the delivery of the goods, written acceptance or confirmation of the order.
 - 5.4 The customer shall provide EZee IT Solutions with an order number when placing an order.
-



eZee IT Solutions

Your partner in Business Management and Accounting Software

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

6. DELIVERY

6.1 Any delivery note (copy or original) signed by the customer and/or its authorised representative and/or its nominated agent and held by EZee IT Solutions, shall be *prima facie* proof that delivery was made to the customer.

6.2 In the event of the customer choosing to engage its own third party to transport the goods, the customer indemnifies EZee IT Solutions against any claims of any nature whatsoever that may arise from such an agreement.

6.3 EZee IT Solutions is entitled to engage a third party on its behalf to transport all goods purchased by the customer to the delivery address stipulated by the customer.

6.4 Should the customer wish to receive delivery of the goods by a more expensive method of transportation than that normally used by EZee IT Solutions, the customer shall make such request in writing and, in the event that EZee IT Solutions agrees to arrange such special delivery the additional charges shall be debited to the customer's account and shall be payable by the customer.

6.5 EZee IT Solutions does not guarantee that the goods will be dispatched or delivered on any particular date and time, and the customer shall have no claim against EZee IT Solutions in respect of any loss occasioned by any reasonable delay in dispatch or delivery of any goods ordered and/or services rendered, nor may the customer cancel any order by reason of such reasonable delay.

6.6 Short deliveries must not be accepted and all the goods must be given to the driver of the delivery vehicle for return to the company.

6.8 Goods received in a damaged condition must either be rejected or accepted and a note of the item and type of damage made on the front of the invoice. Were the goods are rejected, the entire delivery must be returned as per 6.7, above.

6.9 All goods taken on an evaluation, approval, demonstration basis or all goods taken on consignment by the customer are deemed sold to the customer within 5 (five) working days of issue if not returned to EZee IT Solutions in a perfect condition in the original packaging.

6.10 EZee IT Solutions reserves the right to charge delivery charges, as and when necessary (R25 delivery charge for any order under R1 000).

7. OWNERSHIP AND RISK

7.1 All risk in and to all goods sold by EZee IT Solutions to the customer shall pass to the customer on delivery thereof. Ownership in all goods sold and delivered shall remain vested in EZee IT Solutions until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the customer, or if the customer is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, EZee IT Solutions shall be entitled to take possession of the goods without prejudice to any further rights vested in EZee IT Solutions, and is hereby irrevocably authorised to enter upon the customer's premises to take possession of such goods without a Court order.

7.2 Goods in the possession of the customer bearing EZee IT Solutions' name, trademark, labels and/or serial no are deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be re-possessed by EZee IT Solutions in terms of paragraph 7.1 above. The customer shall fully insure the goods purchased from EZee IT Solutions against loss or damage until the customer has paid the full purchase price for such goods. Pending payment to EZee IT Solutions for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods, shall be ceded to EZee IT Solutions.

8. BREACH OF CONTRACT

8.1 In the event of a breach by the customer, should the customer fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from EZee IT Solutions, or should the customer repeatedly breach this agreement in such manner that the customer's conduct is inconsistent with the intention or ability of the customer to carry out the terms of the agreement, or if the customer is sequestered or placed under liquidation or enters into judicial management or any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, EZee IT Solutions shall be entitled without prejudice to its rights in law or in terms of this agreement to take possession of the goods and is hereby irrevocably authorised to enter upon the customer's premises to take delivery of such goods without Court order.

8.2 No claim, from customer, under these terms and conditions will arise unless the customer has, within 7 (seven) days of the alleged breach or defect occurring, given EZee IT Solutions 30 (thirty) days written notice by pre-paid registered post to rectify any defect or breach of contract.

9. LEGAL PROCEEDINGS

9.1 These terms and conditions shall be governed and construed under and in accordance with the laws of the Republic of South Africa



eZee IT Solutions

Your partner in Business Management and Accounting Software

- 9.2 EZee IT Solutions shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the Magistrate's Court be entitled to institute action out of such court.
- 9.3 A certificate issued and signed by any director or manager of EZee IT Solutions, whose authority need not be proved, in respect of any indebtedness of the customer to EZee IT Solutions or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be *prima facie* proof of the customer's indebtedness to EZee IT Solutions and *prima facie* proof of delivery of the goods in terms of this contract.
- 9.4 Any print out of computer evidence tendered by EZee IT Solutions shall be admissible evidence and the customer shall not be entitled to object to the admissibility of such evidence purely on the grounds that such evidence is computer evidence.
- 9.5 The customer's address in Section A, of the credit application form shall be recognised as the customer's domicilium for all purposes in terms of this contract whether in respect of the serving of any court process, notices that payment of any amount or communications of whatever nature.
- 9.6 In the event of the customer breaching any of its obligations and/or failing to timeously make payment of any amount to EZee IT Solutions, the customer agrees to pay, and shall be liable to pay, all legal costs incurred by EZee IT Solutions in enforcing its rights in terms of these terms and conditions on the attorney/own client scale including collection charges, tracing agent's fees, air fares and export fees.
- 9.7 Any document will be deemed duly received by the customer within:
- 9.7.1 3 (three) working days of pre-paid registered mail to any of the customer's business or postal addresses or the domicilium address of the customer, or to the personal address of any director, member or owner of the customer; or
- 9.7.2 24 (twenty four) hours of being faxed to any of the customer's fax number's or any director, member of owner's fax number's; or
- 9.7.3 on being delivered by hand to the customer or any director, member of the customer; or
- 9.7.4 48 (forty eight) hours if sent by overnight courier; or
- 9.7.5 24 (twenty-four) hours of being telexed to the customer's telex number.
- 9.8 The customer agrees that neither EZee IT Solutions nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer, nor shall the customer be entitled to resile from these terms and conditions on those grounds.
- 10. ARBITRATION**
- 10.1 EZee IT Solutions may refer any dispute arising from or in connection with this contract to arbitration which arbitration award shall be final and binding on the customer and EZee IT Solutions.
- 10.2 The arbitrator will be a person agreed upon by the parties or failing agreement, appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of SA.
- 10.3 The arbitration must be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.
- 11. NEGOTIABLE INSTRUMENTS**
- 11.1 Acceptance of a negotiable instrument from the customer shall not be deemed to be a waiver of EZee IT Solutions' rights under this contract. In relation to cheques furnished by the customer to EZee IT Solutions, the customer waives its right to insist on notice of dishonour or protest being given to it on the event that the cheque is dishonoured.
- 12. RETURNED GOODS**
- 12.1 Whilst EZee IT Solutions is under no obligation to accept the return of goods, the customer may apply to EZee IT Solutions for permission to return goods and if written permission is given -
- 12.2 the customer may return any defective goods to the premises of EZee IT Solutions or its nominee at the customer's own cost.
- 12.2.1 any item delivered to EZee IT Solutions will form the object of a pledge in favour of EZee IT Solutions for present and past debts of the customer to EZee IT Solutions and EZee IT Solutions will be entitled to retain such pledge as a value determined as follows:
- 12.2.1.1 the difference between the selling price and the value of the goods at the time that the debt became due.
- 12.2.1.2 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.
- 12.2.2 in the event of a cancellation of an order by the customer for goods accepted for return my EZee IT Solutions, EZee IT Solutions reserves the right to charge a handling fee of up to 15% (fifteen) on the value of the order cancelled or goods returned.
- 12.2.3 the credit control department must be notified of the relevant invoice, packing slip and batch numbers before any claim will be considered.
- 13. WARRANTIES AND INDEMNITY**
-



eZee IT Solutions

Your partner in Business Management and Accounting Software

- 13.1 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 EZee IT Solutions.
- 13.2 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 EZee IT Solutions or its appointed nominee, or should the goods be operated outside the manufacturer's specifications.
- 13.3 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.
- 13.4 No warranties whether express or implied shall apply, other than those provided in this contract. EZee IT Solutions 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 EZee IT Solutions shall be considered to be a warranty by EZee IT Solutions. Any such statements made shall not give rise to any liability or whatsoever nature on the part of EZee IT Solutions, its employees, subcontractors or subsidiaries. EZee IT Solutions 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 EZee IT Solutions's performance or customers' use of the goods or services rendered.
- 13.5 The customer indemnifies and holds EZee IT Solutions (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against EZee IT Solutions by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/or services rendered by EZee IT Solutions.
- 13.6 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 EZee IT Solutions.
- 14 REPAIRS**
- 14.1 EZee IT Solutions's liability in terms of a manufacturer's warranty is restricted to, in EZee IT Solutions or the manufacturer's discretion, the cost of repair or replacement of faulty goods or services or the granting of credit.
- 14.2 In the case of repairs undertaken by EZee IT Solutions repair quotes given are merely estimates and are not binding on EZee IT Solutions.
- 14.3 The customer hereby agrees that any item returned for a repair may be sold by EZee IT Solutions to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after the repairs have been completed.
- 15 GENERAL**
- 15.1 EZee IT Solutions 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.
- 15.2 This contract represents the entire agreement between EZee IT Solutions and the customer and shall govern all future contractual relationships between EZee IT Solutions and the customer.
- 15.3 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 shall be of any force and effect unless reduced to writing and signed by a director of EZee IT Solutions. No agreement, whether consensual or unilateral or bilateral, purporting or obligate EZee IT Solutions 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 EZee IT Solutions.
- 15.4 No relaxation or indulgence with EZee IT Solutions may grant the customer shall prejudice or be deemed to be a waiver of any EZee IT Solutions' rights in terms of these terms and conditions.
- 15.5 The customer shall not cede its rights nor assign its obligations under these terms and conditions.
- 15.6 EZee IT Solutions shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this terms and conditions to any third party without prior notice to the customer.
- 15.7 The customer undertakes to notify EZee IT Solutions within 7 (seven) days of any change of address or change of in director, shareholder, address or the information as set out in this contract.
- 15.8 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 15.9 Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 15.10 The customer undertakes to inform EZee IT Solutions in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the customer business and failure to do so will constitute a material breach of this contract entitling EZee IT Solutions to cancel the contract without further notice to the customer.
- 15.11 Sales of certain goods are subject to the US Government enhanced proliferation control initiative (EPCI) which states that these goods may not be sold to or be used for the purpose of nuclear weapons/explosive devices, for chemical or biological weapons including key components for the production of such weapons,
-

19 Bosloerie Ave
Rooihuiskraal
0154



P.O. Box 5144
The Reeds
0158

eZee IT Solutions

Your partner in Business Management and Accounting Software

- or for the purpose of missiles or missile systems which deliver weapons for mass destruction. The customer undertakes to exercise due care to ensure that no such restrictions are breached by it.
- 15.12 Goods are manufactured for standard commercial use, and are not intended for use in critical safety systems or nuclear facilities.

16. DISCLOSURE OF PERSONAL INFORMATION

- 16.1 The customer understands that the personal information given in this credit application form is to be used by EZee IT Solutions for the purposes of assessing credit worthiness. The customer confirms that the information given in this credit application form is accurate and complete. The customer further agrees to update the information supplied as and when necessary in order to ensure the accuracy of the above information failing which EZee IT Solutions will not be liable for inaccuracies.
- 16.2 EZee IT Solutions has the customer's consent at all times to contact and request information from any persons, credit bureau or businesses including those mentioned in the credit application form and to obtain any information relevant to the customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time customer has dealt with each supplier, type of goods purchased and manner and time of payment.
- 16.3 The customer agrees and understands that information given in confidence to EZee IT Solutions by a third party on the customer will not be disclosed to the customer.
- 16.4 The customer hereby consents to and authorises EZee IT Solutions at all times to furnish credit information concerning the customer's dealing with EZee IT Solutions to a credit bureau and to any third party seeking a trade reference regarding the customer in his dealings with EZee IT Solutions.

I/We the undersigned do hereby warrant that all the information recorded in this application is true and correct and I/we agree that all transactions concluded with EZee IT Solutions shall be subject to the standard terms and conditions specified herein and agree to be bound by all such terms and conditions, and without limiting the generality thereof.

I/We acknowledge that I/we has/have read and understood each term of this contract and accept them as binding and acknowledges that the content reflects the true intention of both parties and that this agreement has been entered into for the benefit of both the customer and EZee IT Solutions.

THUS DONE AND SIGNED BY THE CUSTOMER AT _____

ON THIS THE _____ DAY OF _____ 20 _____

AS WITNESSES:

1. _____

2. _____

PHYSICAL ADDRESS AND DOMICILIUM

_____ for and on behalf of the customer being authorised hereto.

_____ Print name and position here
