



# ESQUIRE

TECHNOLOGIES (Pty)Ltd

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## CUSTOMER CREDIT APPLICATION FORM

New Account  Change of Ownership  Credit Amount Required: \_\_\_\_\_

### SECTION A : GENERAL INFORMATION OF CUSTOMER

Full Names / Registered Name

Of Close Corporation / Company : \_\_\_\_\_

Trading Name of Business : \_\_\_\_\_

Identity Number / Registration No : \_\_\_\_\_

VAT Registration Number : \_\_\_\_\_

Principal Nature of Business : \_\_\_\_\_

Registered Place of Business : Owned  \* Leased

Registered Physical Address : \_\_\_\_\_

\*If Leased Name of Landlord and

Telephone Number : \_\_\_\_\_

Address of Landlord : \_\_\_\_\_

Period of Lease : \_\_\_\_\_ Code: \_\_\_\_\_

Customer Contact Details : Tel No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

Cell No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name of Responsible Person : Name: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Customer Trade References :

Name	Contact Person	Telephone No	Period of Trade	Average Monthly Purchases
1.				
2.				
3.				

### SECTION B: BANKING DETAILS OF CUSTOMER

Account Name : \_\_\_\_\_ Date Opened: \_\_\_\_\_

Name of Bank / Institution : \_\_\_\_\_

Branch Name : \_\_\_\_\_ Branch Code: \_\_\_\_\_

Account Number : \_\_\_\_\_ Account Type: \_\_\_\_\_

Payment Method : EFT  Cash  ACB

**SECTION C: SHAREHOLDING OF CUSTOMER**

Name of Directors / Members / Partners / Owners &amp; Marital Status

Name	Home Address	Identity Number	COP	ANC	% Shareholding

**SECTION D: SECURITIES AND FINANCIALS OF CUSTOMER**

To substantiate the application for approval of credit request please:

a) Complete and sign the Deed of Suretyship hereto;

Yes  No 

b) Submit the latest audited financials of the Customer

**SECTION E: FINANCIAL STATEMENTS OF CUSTOMER**

The Signatory hereto confirms that he is duly authorized by the Customer and accepts and binds the Customer to the Standard Conditions of Sale Agreement on the reverse side. The Customer acknowledges that any amount due for goods or services will be due unconditionally within the credit period granted from the date of a tax invoice issued by Esquire System Technologies (Pty) Ltd. The signatory hereby certifies that all above information is correct and further consents to any enquiry that Esquire may deem fit and necessary to effect and determine this credit application. In particular, and without derogating from the generality thereof, the signatory hereto consents to Esquire contacting the bank as herein stated or any other bank/institution for such evaluation, as well as to effect ITC checks, on the Customer and its directors/members/partners/owners. The customer hereby undertakes to comply with all the FICA requirements and in particular provide Esquire Technologies (Pty) Ltd with such documents that may be necessary to substantiate the information herein contained.

The Customer herewith authorizes and requests Esquire Technologies (Pty) Ltd (Registration Number: 2000/009706/07) t/a Esquire Technologies (herein "Esquire") to lodge its/his/her credit application for approval by Credit Guarantee Insurance Corporation of Africa Limited (Registration Number: 1956/00368/06) (herein "Credit Guarantee") who is an Authorized Financial Provider registered as such in terms of the National Credit Act No 34 of 2005. Notwithstanding any such acceptance of Indemnity of the credit afforded to the Customer, Esquire reserves the right to have the said credit facility withdrawn at any time at its sole discretion. The Customer undertakes to pay any amount equal to 25% (Twenty Five Percent) on any order upon request by Esquire to be kept as security against any loss suffered by Esquire as a result of a claim instituted against Credit Guarantee for the failure by the Customer to pay its/his/her account and /or as provided for in the Standard Conditions of Sale Agreement.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

He Being Duly Authorized Thereto  
By a Resolution of the Customer**SECTION F: FOR OFFICE USE ONLY**

Credit Guarantee Ref no:	Date Accepted:
Authorised By:	Designated capacity:
Approved Amount:	Signature:

## **STANDARD CONDITIONS OF SALE AGREEMENT**

1. The Customer agrees that this Agreement : (a) represents the entire Agreement between the Customer and Esquire System Technology (Pty) Ltd t/a Esquire Technologies (PTY) Ltd (hereinafter called the "Company") and that no alterations or additions to this Agreement may be affected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of the Company, (b) 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 the reverse side has been duly authorized to contract on its behalf, if the Customer is a Company/Close Corporation/Partnership.
4. The signatory hereby binds himself/herself in his/her personal capacity as co-debtor in solidum for the full amount due to the Company and agrees that these Standard Conditions of sale will apply mutatis mutandis to him/her and has undertaken to sign a Deed of Suretyship.
- 5.1 The Customer acknowledges that it was not induced into the contract and that no representations were made by the Company in regard to the goods or services or by any of its representatives leading up to this Agreement.
- 5.2 The Customer agrees that neither the Company nor any of its employees will be liable for any bona fide or innocent misrepresentations made to the Customer.
- 6.1 All quotes will remain valid for a period of 7 (SEVEN) days from the date of the quote and subject to the ROE (rate of exchange) unless otherwise stated thereon. The validity of any price quoted is subject to any increases in the cost price of the goods to the Company before dispatch of such goods. The Company however undertakes to inform the Customer prior to the delivery thereof, by failure whereof the Customer shall be entitled to cancel the order so placed.
- 6.2 The Customer hereby confirms that the goods and services contained on the invoice duly describe 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 service 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 Company shall be conclusive proof that delivery was affected to the Customer.
- 6.4 All orders, whether oral or in writing, will be binding on the Customer and subject to these standard conditions of Agreement and may only be cancelled with the approval of an authorized official of the Company.
- 6.5 The Company shall be entitled in its sole discretion to split the delivery of goods ordered in the quantities and on the dates it decides but will inform the Customer at the time.
- 6.6 The Company 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 in at the time of the upliftment of such goods from the Company premises by the Customer. In the event the Company affects delivery the risk of the goods passes to the Customer at the point of the delivery of same to the Customer or his nominated recipient.
- 6.8 In the case of repairs undertaken by the Company, repair times given are estimates and are not binding on the Company.
- 6.9 All goods taken on an appro basis by the Customer are deemed sold if not returned within 7 (SEVEN) days of issue, unless otherwise specifically agreed to in writing.
- 6.10 The Customer agrees to indemnify the Company against any claims that may arise from any delivery affected by the Customer's nominated delivery agent.
- 6.11 All goods supplied by the Company carry a 6 (SIX) month limited warranty unless specified otherwise.
- 6.12 All software packages, media and accessories do not carry any warranty.
- 6.13 All software, including Microsoft, Symantec etc. that have already been installed or activated cannot be brought back for credit.
- 7.1 In the event of goods that are defective, the rights of the Customer are limited to the factory guarantee of the goods. 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 be broken by anyone other than the Company. Under no circumstances will the Company 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 a credit at the sole discretion of the Company. It is the duty of the Customer to report and return any defective goods to the premises of the Company within 7 (SEVEN) days of receipt thereof failing which it will be deemed that the said goods and services were received in proper working order.
- 7.3 Any item delivered to the Company will form the subject of a pledge in favour of the Company for present and past debts and the Company shall in addition have a retention right as against any goods on which the Company had done any repairs.
8. Under no circumstances will the Company be liable for any consequential damages.
9. No claim under this Agreement will arise unless the Customer has given the Company 30 (THIRTY) days written notice by prepaid registered post or e-mail to the authorised person of the Company to rectify any alleged defect or breach of this Agreement.
10. The Customer agrees to pay the amount on the invoice at the offices of the Company (a) by cash / EFT on order or (b) if the Customer is an Approved Customer within 30 (THIRTY) days of date of invoice as issued by the Company.
- 11.1 The Customer shall not be entitled to withhold payment for any reason whatsoever.
- 11.2 The Customer is not entitled to use set-off against any alleged amount due by the Company to the Customer.
- 11.3 The Customer hereby agrees that any item handed in for repairs may be sold by the Company to defray the cost of such repairs, if such items remain uncollected and unpaid for within ninety (90) days of the date the Customer was informed that the repairs were completed.
12. The Customer agrees that if an account is not settled in full (a) on order, (b) or within the period agreed to in terms of clause 10 above in the case of an Approved Customer, the Company is: (i) entitled to institute legal action against the Customer for immediate payment of the full amount outstanding, or (ii) to cancel the Agreement and retake possession of any goods delivered to the Customer and claim any damages suffered as a result of the Customer's breach of this Agreement.

13. The Customer agrees that a certificate signed by a duly authorized person of the Company, (which authority need not be proven) portraying the amount due and payable by the Customer shall be binding on the Customer 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 Company at the maximum legal interest rate prescribed in 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 delivery of the goods to the Customer.
- 15.1 In the event of the acceptance by an authorized person of the Company of the cancellation of any order after delivery, the Customer herewith accepts liability to pay (a) the difference between the selling price and value of the goods at time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods will be deemed to be the value placed on them by any sworn valuator /appraiser appointed by the Company. Such valuation will be conclusive proof of the value subject to the proviso that all the goods are returned in the original package unopened and unused and subject further to a 10% (TEN PER CENT) handling charge. Goods that are marked or placed on special order will require a 25% (TWENTY FIVE PER CENT) deposit and should the order be cancelled by the Customer for any reason, the Customer agrees that the 25% (TWENTY FIVE PER CENT) deposited will be forfeited to defray expenses and as an agreed pre-defined handling charge.
- 15.2 The Customer indemnifies the Company completely against any damages whatsoever relating to the removal of repossessed goods, even if such goods are held by a third party. The Customer accepts unequivocally that goods sold under this Agreement at all times remain the property of the Company until fully paid for.
16. The Customer is not entitled to dispose of any goods that remain unpaid, without the prior written consent of the Company.
- 17.1. The Customer herewith accepts liability for all legal expenses (including collection fees) on an Attorney-and-own client scale, inclusive of any junior and/or senior counsel employed by the Company In the event of (a) any breach and/or default by the Customer of any term of this Agreement after receipt of 5 (FIVE) days written notice to rectify the breach/default or (b) any litigation in regards to the validity and enforceability of this Agreement in which event the Customer will also be liable for any Valuation fees incurred and if applicable, including tracing fees.
- 17.2 The remedy in clause 17.1 above is without prejudice to any other rights the Company may have or be entitled to in terms of this Agreement or in law. The Company reserves the right to stop supply immediately upon cancellation, non-payment, or the withdrawal of credit afforded by Credit Guarantee, whichever may be applicable.
- 17.3 An Approved Customer's account will immediately be suspended without notice when a payment/s are not effected in terms of the underlying said credit approved terms and conditions. All amounts outstanding shall immediately become due and payable in that instance.
- 17.4 The Customer agrees that the Company shall not be required to furnish security in terms of the rules of the High Court, Regional or of the Magistrate's Courts.
18. The Customer agrees that no indulgence whatsoever by the Company will affect the terms of this Agreement nor shall such indulgence be deemed a waiver by the Company in respect of any of its rights herein. Under no circumstances will the Company be estopped from exercising any of its rights in terms of this contract by reason of such indulgence.
19. The Company shall have the right to institute any action in the Magistrate's Court, Regional Court or the High Court at its sole discretion as specified in any Act/Rules relating thereto.
- 20.1 Any document will be deemed duly presented to the Customer within (i) three days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer or (ii) within 24 (TWENTY-FOUR) hours of being faxed to the Customer's number or any director, member or owner's fax number, or (iii) on the day of being delivered by hand to the Customer of any director, member or owner of the Customer. The Customer hereby agrees that E-mails addressed and sent to the email address chosen by the Customer on the application form will be sufficient proof of receipt of same, and shall be deemed to have been received within 24 (TWENTY-FOUR) hours of being sent
- 20.2 The Customer chooses as its domicilium citandi et executandi its registered physical address as stated in the pre-emble to this Agreement, or the physical address of any director (in the case of a Company), member (in the case of Close Corporation) or of the owner(s) or partners.
21. The Customer agrees to the standard rates of the Company 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 which shall remain in full force and effect.
23. Any order is subject to cancellation by the Company due to force majeure from any cause beyond the control at the Company, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, or by reason of any act of God, war, civil disturbance, riot, state or emergency, strike, lockout, or other disputes, fire, drought or legislation and the Customer indemnifies and holds the Company harmless against any claims, losses and/or damages sustained by the Customer or any third party as a result of such cancellation or failure to perform.
24. Notwithstanding any subsequent terms and conditions entered into between the Company and the Customer this Agreement shall supercede all such terms and conditions unless any term or condition herein is specifically referred to in such document and excluded or amended in writing and signed by the Customer and an authorized official of the Company.