

SUPPLIER'S AGREEMENT

REGISTERED NAME OF COMPANY			
TRADING NAME OF COMPANY			
VAT NUMBER	WEB ADDRESS		
STREET ADDRESS	POSTAL ADDRESS		
TELEPHONE	FAX		
OWNERS/PARTNERS/ MEMBERS/DIRECTORS			
MANAGEMENT CONTACT DETAILS			
CELL	EMAIL		
FINANCIAL CONTACT DETAILS			
CELL	EMAIL		
MARKETING CONTACT DETAILS			
CELL	EMAIL		
BANK DETAILS			
NAME OF BANK			
ACCOUNT NAME		ACCOUNT NR	
BRANCH CODE		TYPE OF ACCOUNT	
BANK TERMINAL TYPE (BANK NAME)		BANK MERCHANT NR	

For control purposes, **you are requested to attach a cancelled cheque to this application**, or have this signed and verified by your bankers.

TYPE OF RETAIL/SERVICE PROVIDER					
SUPERMARKET	CHEMIST	INSURANCE	FURNISHER	JEWELLER	TOYS & BABY
DEPT. STORE	MEDICAL	CLOTHING	HOUSEHOLD	SPECIALITY STORE	SPORT SHOP
CONVENIENCE STORE	ANIMAL SERVICE	SHOES	HAIR CARE	STATIONER	GIFT SHOP
BUTCHER	PETROL	MATERIALS, TEC.	FLORIST	NURSERY	HARDWARE
LIQUOR STORE	MOTORCAR SERVICE	HOTELS-RESTAUR.	TRAVEL	EYE-SPECTACLE	TRAINING
VIDEOS	HEALTH & BEAUTY	OTHER:			

SHOPPING CENTRE Y N NAME OF SHOPPING CENTRE

I/We, the undersigned, hereby authorise Cape Consumers (Pty) Ltd to transfer monies owing to me/us into the above account.
 I/We undertake to notify Cape Consumers (Pty) Ltd in writing should any of the above details change.
 I/We the undersigned, hereby offer to contract with Cape Consumers (Pty) Ltd for the supply of goods and/or services to such individuals who have contracted with Cape Consumers (Pty) Ltd as Buyers.
 I/We undertake to carry out all the conditions of this agreement as reflected herein.
 I/We shall/will comply with any reasonable requirement that may be set from time to time.
 I/We acknowledge that this or any other contract between Cape Consumers (Pty) Ltd and myself/ourselves is not transferable.

AUTHORISED SIGNATURE(S)	DATE

FOR OFFICE USE ONLY

Accepted on behalf of Cape Consumers (Pty) Ltd CONTRACTOR NR

Date: Sales and Marketing Manager:

Date: Managing Director:

AREA COMMODITY TRADING GROUP DISCOUNT

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The Company Cape Consumers (Pty) Ltd, registration no. 1955/003218/07 of 20 Lower Burg Street, Cape Town.
1.2 The Supplier The supplier of goods and/or services to all persons contracted to the Company as Buyers.
1.3 Buyers Those persons who are from time to time registered Buyers of the Company.
1.4 Cape Consumers/b-Smart Cards A valid electronic card issued by the Company to its Buyers to record transactions concluded between the Buyers and the Supplier.
1.5 POS Terminal A card scanning device supplied or approved and installed by Nedbank/Absa which is used to record card transactions, produce transaction slips and transfer card transactions to Nedbank and Cape Consumers.
1.6 Imprinting machine (Zip Zap machine) A mechanical and manually handled machine which is specifically designed to copy the embossed particulars of a Cape Consumers/b-Smart Card together with the particulars of the Suppliers on a transaction slip.
1.7 Transaction slip A slip of paper produced by a POS Terminal as proof of a card transaction; or a transaction form in duplicate on which the Imprinting machine print the particulars of the Buyer, the Supplier and the amount of the transaction.
1.8 Fraudulent transaction The term "fraudulent transaction" means any card transaction that constitutes fraud in terms of common law and/or any applicable Act (whether or not authorisation was obtained), including any purchase and/or transaction as a result of the usage of the Cape Consumers/b-Smart Cards by anyone other than the Buyer to whom it was issued.
1.9 Invalid transaction
1.9.1 The transaction, for which the card is used, is illegal.
1.9.2 No signature appears on the transaction slip or the signature does not match the signature on the Cape Consumers/b-Smart Cards.
1.9.3 The Cape Consumers Card has, according to its date, not yet been activated or has expired.
1.9.4 The number of the Cape Consumers/b-Smart Cards appears on the Hot Card List.
1.9.5 The transaction slip differs from the copy supplied to the buyer.
1.9.6 The transaction slip is incomplete.
1.9.7 A damaged or illegible Cape Consumers/b-Smart Card was accepted.
1.9.8 The Supplier's Floor limit is exceeded without obtaining authorisation as referred to in paragraph 6.
1.9.9 The transaction is divided into two or more transactions to avoid the necessity of authorisation.
1.9.10 The transaction is identified as fraudulent in terms of paragraph 1.9.
1.10 Floor limit The maximum amount which the Supplier may allow a Cape Consumers/b-Smart card holder to purchase in any one transaction without obtaining authorisation from Nedbank/Absa or Cape Consumers, as determined by the Company in its sole discretion from time to time.
1.11 Credit limit The maximum amount that the Company allows a Buyer to spend in any one Trading period.
1.12 Hot card list A list of Cape Consumers/b-Smart Cards that is invalid, due to it being used for fraudulent transactions, and which is stored in or accessed by Nedbank when a transaction with one of these cards is sent to Nedbank.
1.13 Commences on the 16th day of each successive month and terminates on the 15th day of the following month.

2. UNDERTAKING

The Supplier agrees to supply all goods and/or services offered by it in the normal course of its business, to the Company's Buyers and the Company undertakes to make payment to the Supplier of the purchase price in respect of such goods and/or services as are delivered to its Buyers, which payment is made on behalf of its Buyers only, subject to the terms and conditions set out herein.

3. OBLIGATIONS OF THE SUPPLIER

- 3.1 Sell goods and supply services only as are offered to customers in the ordinary course of its business and furthermore, charge prices that are charged in the normal course of its business to any other customer.
3.2 Satisfy itself as to the identity of the Buyer, that the Buyer concerned is in fact a member of the Company and that the Cape Consumers/b-Smart Card offered is valid.
3.3 The Supplier records that the Company will not be liable were the Supplier to supply any goods and/or services other than those in which it normally carries on a business.
3.4 The Supplier shall in no way whatsoever, whether by advertisement or otherwise, make it known that his accounts for any trading period, will, or have been closed to an earlier date than that agreed upon in accordance with paragraph 1.14.
3.5 The Supplier shall obtain the Buyer's signature on all transaction slips and shall verify said signature against the signature on the back of the Cape Consumers/b-Smart Card.
3.6 The Supplier shall give the to the Buyer a duplicate copy of a Transaction slip.
3.7 All Transaction slips shall be retained and stored by the Supplier in a place of safekeeping for period of not less than 12 months.
3.8 The Supplier undertakes to display in a prominent position in its store(s), such advertising material as may be supplied by the Company from time to time at no cost unless otherwise agreed upon.
3.9 The Supplier shall pay to the Company or any third party nominated by the company an annual contribution as determined by the company. The Supplier can make use of the marketing offers to communicate with members as detailed in the Supplier Information Guide and the pricing herein can be determined at the start of each new financial year by the company. Payment will be deducted from supplier within the claim month or otherwise billed directly by the company.
3.10 In the event of termination of this agreement, the POS Terminals of the Supplier will no longer accept any Cape Consumer/b-Smart Card transactions.

- 3.11 The Supplier may not add a surcharge, levy or administration fee to the retail price as displayed unless agreed upon by both parties in writing and only pertaining to specific goods or specials. Any deviation from this agreement will result in a Breach of contract. A further second deviation from this contract will result in a termination of contract with immediate effect.

4. OBLIGATIONS OF THE COMPANY

- 4.1 The Company undertakes to supply a Cape Consumers/b-Smart Card to every Buyer and his/her spouse and any other nominated persons approved by the company, on which card will appear the embossed particulars of the card holder and his/her signature on the reverse of the card.
4.2 Subject to paragraph 4.3 the Company undertakes to pay the Supplier the aggregate of all amounts claimed as set forth in paragraph 5.
4.3 On behalf of its Buyers, the Company shall be entitled to a discount of%. The parties agree that payment of such aggregate amount less such discount will constitute a full and final performance and discharge by the Company of its obligation undertaken in paragraph 4.2 above.

5. CLAIMS PROCEDURE AND SETTLEMENT

- 5.1 Subject to the provisions of paragraph 5.3 below the Company shall pay to the Supplier in arrears on the 15th day, or any other day as determined and notified by the Company, of each successive month the total purchases made by its Buyers from the Supplier in question during the Trading period ending in the previous month.
5.2 If goods and/or services are sold in terms of an instalment sale agreement, the Company shall meet the instalments as they fall due, only while the Buyer remains a Buyer of the Company.
5.3 The Company shall not be liable to pay the Supplier in the event of any one or more of the following occurrences:
5.3.1 a fraudulent transaction;
5.3.2 an invalid card transaction;
5.3.3 arising out of any dispute between a Buyer and the Supplier in regard to any goods and/or services sold and delivered or rendered to a Buyer as the case may be.

6. AUTHORISATION

- 6.1 The Supplier shall obtain telephonic authorisation from Nedbank in any of the following events:
6.1.1 Where the Imprinting machine is used and the amount of the transaction exceeds the Supplier's Floor limit.
6.1.2 Where the Supplier is suspicious of the intended transaction.
6.1.3 Where no signature appears on the reverse of the Cape Consumers/b-Smart Card or where the signature of the Buyer causes suspicion.
6.2 The Supplier shall obtain telephonic authorisation from the bank who's POS Terminal is used, when the bank is off-line and the amount of the transaction exceeds the Supplier's Floor limit.
6.3 The Supplier shall obtain telephonic authorisation from Cape Consumers in any of the following events:
6.3.1 Where a transaction exceeds the Cape Consumers/b-Smart Card's available limit and is declined by the POS Terminal with the message "DECLINE".
6.3.2 In the event referred to in paragraph 6.2 and the transaction is declined.
6.4 The authorisation number obtained in terms of paragraphs 6.1, 6.2 and 6.3 must at all times be recorded on the transaction slip.
6.5 Nedbank and the Company reserves the right to refuse any authorisation without explanation or disclosing a reason.
6.6 The Supplier may not split or conceal transactions or in any way attempt to avoid obtaining the necessary authorisation.

7. TERMINATION OF THIS AGREEMENT

- 7.1 If,
7.1.1 The Supplier breaches any of the terms and conditions of this agreement, all of which are deemed to be material, and fails to remedy that breach within 7 (seven) days after dispatch of a notice from the Company calling upon it to do so; or
7.1.2 The Supplier is provisionally or financially wound-up or placed under judicial management or is provisionally or finally sequestrated; or
7.1.3 A meeting of the Supplier's shareholders is convened for the purpose of voluntary winding-up of the Supplier, or a resolution to that effect is passed; or
7.1.4 The Supplier enters into any compromise, composition or arrangement with any one or more of its creditors; or
7.1.5 The Supplier's goods are attached in pursuance of a judgement and immediate steps to the Company's satisfaction are not taken to secure the release of those goods; or
7.1.6 A judgement is given against the Supplier which is not satisfied within 14 (fourteen) days or against which an appeal or application for rescission is not noted or made within that period (provided that such appeal or application is properly pursued); or
7.1.7 The Supplier purports to cede, assign, make over or charge or encumber its rights or delegate its obligations in terms of this agreement; or
7.1.8 The Supplier shall not have met the procedures, specifications, standards and obligations set out in this agreement; or
7.1.9 The Supplier, being a company, sustains a change of shareholder or shareholding (whether as a result of the transfer of shares of the allotment of new shares or otherwise) so that the majority of the shares of the Supplier are beneficially held by persons other than those who beneficially hold the majority of such shares as at the signing date; or
7.1.10 Any event occurs in respect of the Supplier, which materially prejudices or would in the future materially prejudice the Company's rights under this agreement;

then in any such event, the Company shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or in law, on account hereof, to cancel this agreement with immediate effect and to recover from the Supplier all damages of whatsoever nature it may have suffered on account of the Supplier's breach and the cancellation of this agreement.

- 7.2 Each party, on 6 months written notice to the other, shall have the right to terminate this agreement for any reason whatsoever.

8. UTMOST GOOD FAITH

The parties record and agree that in view of the nature of their respective rights and obligations, they shall at all times exercise the utmost good faith in respect of their dealings with one another.

9. SUPERCEDED

This agreement supercedes all other agreements concluded between the Company and the Contractor.

10. GENERAL

- 10.1 Non-Variation No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.
10.2 Relaxation The Contractor agrees that no relaxation or indulgence granted by the Company and no omission by the Company to timeously and/or diligently enforce any rights under this agreement, shall be deemed to amount to waiver of that or any other right.
10.3 Cession The Contractor shall not cede or assign or otherwise transfer or dispose of his rights in terms hereof to any third party.