

Dear Applicant,

The following items MUST accompany the original Application

1. Copy of Directors / Members / Partners / Trustees ID Document
2. Cancelled Business Cheque
3. Copy of Corporation Registration Forms
4. Signed Application: MUST BE SIGNED by a Member of a CC, a Director of a Company, a Trustee of a Trust, a Partner of a Partnership or the Sole Proprietor, with the legal authority to do so.

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PLEASE NOTE:

1. All initial purchases will be COD until cover is approved by Financial Director.
2. The original application form is needed to complete application. Please ensure that every page is initialed and the last page signed by the legal representatives of the company.
3. We require IT related trade references (other IT companies you buy from), COD accounts included.
4. Faxed or emailed applications will be accepted; however the original documents are required for Credit Guarantee (C.G.I.C.), and must be delivered or posted.

Thank you,

Postal Address:

Syntech
PO Box 2611
Clareinch
Cape Town
7740

Physical Address:

Syntech
10 Gold Street
Northgate Estate
Cape Town
7405

Tel: 086 127 4244/ 021 514 5300

Fax: 086 681 8996

www.syntech.co.za

Member/Director Initials _____

APPLICATION

Applicant Detail

Trading Name of Business: _____

Registered Name of Business: _____

Nature of Business: _____

VAT Registration Number: _____

Corporation Registration Number: _____

Contact Details

Postal Address: _____

 _____ Postal Code: _____

Physical Address: _____

 _____ Postal Code: _____

Delivery Address: _____
(please specify if different to physical)

 _____ Postal Code: _____

Telephone #: _____ Fax #: _____

Email: _____ Website: _____

Details of Directors / Members / Partners / Trustees

1) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

 _____ Postal Code: _____

2) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

 _____ Postal Code: _____

3) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

 _____ Postal Code: _____

Member/Director Initials _____

Personnel Contact Details

Sales Manager / Authorised Purchaser:

Full Name: _____ Email: _____
Capacity: _____ Cell # _____

Sales Representatives

Full Name: _____ Email: _____
Cell # _____
Full Name: _____ Email: _____
Cell # _____
Full Name: _____ Email: _____
Cell # _____

Marketing Personnel

Full Name: _____ Email: _____
Cell # _____
Full Name: _____ Email: _____
Cell # _____

Financial Details

Financial Personnel

Financial Director:

Tel #: _____ Fax #: _____
Email: _____ Cell #: _____

Account Payer:

Tel #: _____ Fax #: _____
Email: _____ Cell #: _____

Accountant/Auditor:

Tel #: _____ Fax #: _____
Email: _____ Cell #: _____

Applicant Bank Details

Name of Bank: _____
Account Name: _____
Account Number: _____
Branch: _____ Branch Code: _____
Account Type: _____

Member/Director Initials _____

Trade Terms and References

Trade Terms

Credit Terms required: _____
 Credit Amount required per month: **R** _____

Trade References

1) Company Name: _____
 Contact person: _____ Tel #: _____
 Credit Terms: _____ Credit Limit: **R** _____

2) Company Name: _____
 Contact person: _____ Tel #: _____
 Credit Terms: _____ Credit Limit: **R** _____

3) Company Name: _____
 Contact person: _____ Tel #: _____
 Credit Terms: _____ Credit Limit: **R** _____

The signatory hereby accepts the Terms and Conditions contained in this application on behalf of the abovementioned applicant, and warrants that he is duly authorized to do so, in terms of the said Terms and Conditions, and hereby warrants that he has read and understood the said Terms and Conditions. I hereby certify that all above information is correct.

Signed: _____ Date: _____

Printed Full Name: _____

Designation: _____

Witness 1:

Signed: _____ Date: _____

Printed Full Name: _____

Witness 2:

Signed: _____ Date: _____

Printed Full Name: _____

TERMS AND CONDITIONS

Definition:

"**Syntech SA**" used herein shall mean: Syntech Technologies CC registration number 2002/035613/23 and/or any of its branches, franchises, associated entities, successors in title or assigns to whom this application is submitted.

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"**Customer**" used herein shall mean the Applicant as set out in the application.

1. These terms and conditions:-
 - (a) represent the entire Syntech SA trading conditions and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Syntech SA;
 - (b) will govern all future contractual sales relationships between the parties whereby the Customer purchases goods or services from Syntech SA;
 - (c) are applicable to all existing debts between the parties;
 - (d) are final and binding and are not subject to an suspensive or resolutive condition;
 - (e) expressly exclude any conflicting conditions stipulated by the Customer;
 - (f) supersede all previous conditions without prejudice to any securities or guarantees held by Syntech SA and
 - (g) apply to all servants, agents and subcontractors of Syntech SA.
2. The Customer hereby acknowledges having read and understood each term of this agreement and accepts them as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of both the Customer and Syntech SA.
- 3.1 The Customer agrees that neither Syntech SA 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 any contract on those grounds.
- 3.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
4. All quotes will remain valid for a period of 24 hours from the date of the quote or until the date of issue of a new price, whichever occurs first. The validity of any price is subject to availability and to any increases in the cost price, including currency fluctuations, of Syntech SA before dispatch of goods.
- 4.1 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 visible defects.
- 4.2 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Syntech SA shall be prima facie proof that delivery was made to the Customer and are in accordance with the quality and quantity reflected thereon.

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- 4.3** All orders and variations to orders are subject to these terms and conditions. Only written orders and written variations to orders will be accepted by Syntech SA. This notwithstanding, Syntech SA may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Syntech SA however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.
- 4.4** Syntech SA shall be entitled to split the delivery of goods ordered in the quantities and on the dates it decides with the prior consent of the Customer, which consent shall not be unreasonably withheld.
- 4.5** Syntech SA shall be entitled to invoice and deliver each order separately.
- 4.6** The risk of damage to or destruction of goods is passed to the Customer on signature of the delivery receipt upon delivery to the Customer or the Customer's nominated representative and the Customer undertakes to insure the goods fully, until paid for in full.
- 4.7** In the case of repairs undertaken by Syntech SA, repair times given are merely estimates and are not binding on Syntech SA; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech SA. Syntech SA shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any consequential costs and/or delayed repairs.
- 4.8** Syntech SA is hereby authorized to engage a third party on its behalf and on the terms deemed fit by Syntech SA to transport all goods purchased.
- 4.9** If the Customer chooses to engage its own third party to transport the goods, the Customer indemnifies Syntech SA against any claims of whatsoever nature that may arise from such an agreement.
- 4.10** Delivery, installation, commencement and performance times given are merely estimates and are not binding on Syntech SA. Syntech SA warrants that it will use its best endeavor's to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech SA. Syntech SA shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery, tampering with installation, commencement or performance.
- 4.11** All goods invoiced out for evaluation, approval or on a demonstration basis by the Customer are deemed sold if not returned within 5 working days of issue.
- 4.12** All goods taken on consignment are deemed sold within 5 working days of issue.
- 4.13** The Customer acknowledges all copyrights of Syntech SA and of Merchandise supplied by Syntech SA shall not duplicate copyrighted material and that each such attempt will immediately render the full prevailing price payable to Syntech SA.
- 5.** New goods are protected according to the manufacturer's product specific warranties only and all other guarantees and warranties including common law guarantees are hereby specifically excluded. Services carry no guarantee.
- 5.1** Liability under clause 5 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Syntech SA.

Member/Director Initial _____

- 5.2** No returns will be accepted without an RMA number. Return Material Authorization (RMA) request form to be submitted online prior to returning any items for any reason. The RMA application must be completed online on the Syntech SA website www.syntech.co.za. This number must be used as a reference for all matters relating. Syntech SA technical department will issue the Customer with an RMA number which authorizes the Customer to return one item per every RMA number. A full fault description must be completed to enable Syntech SA technical department to test and verify fault.
- 5.3** All defective merchandise returned to Syntech SA must be returned with all cables, power supplies, documentation and other accessories and material supplied.
- 5.4** Syntech SA is not responsible for the cost of returning any products to Syntech SA offices. For the protection of the Customer it is advised to insure the package and ship via a traceable method. Syntech SA is not responsible for lost or damaged packages.
- 5.5** If any of the above conditions are not met, Syntech SA reserves the right either to refuse the return, or to charge a restock fee of not less than 15% of the invoiced amount.
- 5.6** Acceptance of Products: Syntech SA shall conduct incoming acceptance inspection as soon as possible on receipt of products.
- 5.7** Warranty: Syntech SA's sole obligation is to repair or replace the defective product. There is no warranty for uninterrupted or error-free operation. There is no warranty for loss of data. Syntech SA recommends that the Customer regularly backs up the data stored on the product to a separate storage product. There is no warranty for product with removed or altered identification labels and/or serial numbers. Removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech SA shall be obliged to accept the return of any goods. The warranty is contingent upon the proper use in the application for which the product was intended, and does not cover product which has been modified in any manner, and /or has been subjected to physical damage, abuse, misuse, alteration, neglect, tampering, improper maintenance, or has been serviced, repaired, installed by unauthorized personnel.
- 5.8** Data Recovery is not covered under the warranty and is not part of the warranty process. Syntech SA's technical department offers a standard data recovery service. Price will be quoted on request.
- 5.9** Products for Exchange or Credit: Product purchased directly from Syntech SA may be returned for exchange, excluding any shipping charges, within 7 days from invoice date. All merchandise returned to Syntech SA must be shipped in the original sealed packaging, same condition as sold, with all cables, power supplies, documentation, and other accessories and material supplied. A credit will be issued at the sole discretion of Syntech SA and is dependent on the condition of the items returned. A handling fee of 10% will be charged for any returns after 7 days from date of invoice, and Syntech SA reserves the right not to credit or exchange any items returned after 14 days from date of invoice. Goods not returned in a perfect condition, in original packaging with all accessories and manuals intact will be deemed sold. Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech SA shall be obliged to accept the return of any goods.
- 5.10** Products for exchange exclude any "Special Request Items" which cannot be returned under any circumstances, unless faulty.

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- 5.11** If items are credited, it will be at the lesser value between selling price and current market price, and in addition, handling fees specified in clause 5.9 above will apply.
- 5.12** Syntech SA will request copies of original invoice documents when a product is older than 24 months. Products will not be tested, repaired or replaced until such documentation has been received.
- 5.13** The customer hereby agrees that any item handed in for repair may be sold by Syntech SA to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 6.** No claim under these terms and conditions will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, delivered to Syntech SA 30 days written notice by prepaid registered post and by email to rectify any defect or breach of contract.
- 7.** The Customer agrees to pay the amount on the Tax invoice at the offices of Syntech SA
(a) in cash on demand; or
(b) if the Customer is a Credit Approved Customer, within the terms as reflected on the invoice and/or statement issued by Syntech SA.
- 8** The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be granted to the Customer and any such extension will not be applicable or enforceable unless agreed to by Syntech SA, reduced to writing and signed by the Customer and a duly authorized representative of Syntech SA.
- 8.1** The Customer is not entitled to set off any amount owing to the Customer by Syntech SA against its liability to Syntech SA.
- 9.** The Customer agrees that the amount due and payable to Syntech SA may be determined and proven by a certificate issued by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 9.1** Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 10** The Customer agrees that interest shall be payable on any moneys due to Syntech SA at 2.5% above the Prime Overdraft rate quoted by First National Bank Ltd., which interests shall be calculated on a daily balance and capitalized monthly from the date the moneys fell due to payment. A certificate under the hand of any manager of First National Bank Ltd shall be prima facie proof of the interest rate charged and it shall not be necessary to prove the signature or capacity of such manager.
- 11.** The Customer agrees that if an account is not settled in full
(a) against order; or
(b) within the period agreed in clause 7 above in the case of a Credit Approved Customer;
or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is dissolved, or being a company or close corporation is placed under a provisional or final order of liquidation, or under business rescue compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if it commits or permits any act that may prejudice the rights of Syntech SA;
then in any of these events Syntech SA may in its sole discretion either;

Member/Director Initial _____

- (i) immediately institute action against the Customer at the sole expense of the Customer; and/or
- (ii) cancel the agreement and take possession of any goods delivered to the Customer by giving the Customer written notice to that effect; and/or
- (iii) claim damages.

Furthermore, Syntech SA shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and Syntech SA. In the event of a breach and without restricting or revoking any other rights Syntech SA may have in law, Syntech SA shall have the right to claim from the Customer the following costs: if payment by cheque is referred to drawer for whatsoever reason, an amount of R130.00 excl VAT per affected cheque; if default necessitates the telephonic contact of the debtor by Syntech SA, an amount of not more than R80.00 excl VAT per call; if default necessitates a personal visit by Syntech SA, an amount of R100.00 per visit; Cost for issuing a Letter of Demand at R250.00 excl VAT; and all legal costs on the attorney and own client scale, including collection commission and tracing charges. These remedies are without prejudice to any other right Syntech SA may be entitled to in terms of this agreement or in law.

- 12.** The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to Syntech SA instituting any proceedings arising out of this contract in the Magistrates District Court having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. Syntech SA however reserves the right, in its sole discretion, to institute any action arising from this agreement in the Magistrates, Regional Court or in the High Court of South Africa.
- 12.1** In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Syntech SA to furnish the name, credit record and repayment history of the Customer to any credit bureau.
- 13.** 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 repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be prima facie proof of the value.
- 13.1** The Customer indemnifies Syntech SA completely against any loss, damage or claim whatsoever to person or property relating to the removal of repossessed goods.
- 13.2** If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law such as confusio or commixtio the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity and quality of goods in ownership to Syntech SA.
- 14.** All goods supplied by Syntech SA remain the property of Syntech SA until such goods have been fully paid for.
- 15.** The Customer shall be liable to Syntech SA for all legal expenses including collection commission and tracing charges on the attorney and own client scale incurred by Syntech SA 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 valuation fees incurred.

Member/Director Initial _____

- 16.** The Customer agrees that no indulgences whatsoever by Syntech SA will affect the terms and conditions or any of the rights of Syntech SA and such indulgence shall not constitute a waiver by Syntech SA in respect of any of its rights herein. Under no circumstances will Syntech SA be stopped from exercising any of its rights in terms of these conditions.
- 17.1** Any document will be deemed duly received by the Customer within
- (a)** 3 working days of being sent by prepaid 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
 - (b)** within 24 hours of being faxed to any of the Customer's fax numbers or any director, member, trustee or owner's fax numbers;
 - (c)** on being delivered by hand to the Customer or any director, member or owner of the Customer;
 - (d)** within 48 hours if sent by overnight courier; or
- 17.2** The Customer chooses as its domicilium citandi et executandi the business address as per the application or such other address agreed upon between Syntech SA and the Customer.
- 17.3** The Customer undertakes to inform Syntech SA in writing within 7 days of any change of Director, Member, Trustee or Owner's address or contact details, or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.
- 18.** The Customer agrees to the standard prices of Syntech SA for any goods purchased or services rendered, as published in its ruling price list from time to time.
- 19.** The invalidity of any part of these terms and conditions will not affect the validity of any other part, each clause in this agreement being severable from the rest.
- 20.** Any order is subject to cancellation by Syntech SA due to force majeure from any cause beyond the control of Syntech SA, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 21.** If at any time any amount of money due by the Customer to Syntech SA is overdue for payment, Syntech SA shall be entitled to suspend all deliveries to the Customer until all amounts are paid or, at the election of Syntech SA, to cancel all outstanding orders in either of which events the Customer shall have no claim against Syntech SA.
- 22.** Prices are subject to change without prior notice.
- 23.** The signatory warrants being the duly authorized representative of the Customer with full capacity, both legal and otherwise, to enter into any contractual agreement with Syntech SA.
- 24.** This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 12.

Signed: _____ Date: _____

Printed Full Name: _____

Designation: _____

Deed of Surety

I/we the undersigned (enter full name/s & identity number/s) _____

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(the surety/sureties) hereby bind myself/ourselves, jointly and severally, to and in favour of Syntech Technologies CC (Registration No. 2002/035613/23), its successors and assigns (the Creditor), as surety/sureties and co-principal debtor/debtors in *solidum* with (enter full name of applicant) _____

(the Debtor) for the full and due payment by the Debtor to the Creditor of all sums which may be or become due and payable by the Debtor to the Creditor arising out of and/or in connection with any transaction entered into between the Debtor and the Creditor, relating to the supply of goods and/or services by the Creditor to the Debtor.

This suretyship is irrevocable and constitutes an open and continuous guarantee in respect of any present or future indebtedness of the Debtor to the Creditor, and shall remain in full force notwithstanding any fluctuation in or temporary extinction of such indebtedness.

I/we renounce the benefits of excussion, division and cession of action and confirm that I/we understand the meaning of such benefits and the effect of my/our renunciation thereof.

My/our liability hereunder shall in no way be affected or diminished if the Creditor either now holds or in the future obtains additional suretyships, guarantees or securities whether real or personal, in respect of any of the debts of the Debtor.

The Creditor shall be entitled without reference or notification to me/us and without affecting its rights hereunder or releasing me/us herefrom:

- (a) to release other sureties and/or securities;
- (b) to grant the Debtor extensions of time for payment;
- (c) to compound or to make any other arrangements with the Debtor for the discharge of the Debtor's indebtedness;
- (d) to alter or vary any present or future agreement between the Debtor and the Creditor;

(e) if the Debtor shall be declared insolvent or placed under business rescue, to accept any dividend in respect of the Debtor's indebtedness and also accept any securities, guarantees or suretyships arising out of such insolvency or business rescue; or

(f) to accept any offer of compromise made on behalf of the Debtor, whether then in liquidation or under business rescue or otherwise.

I/we shall be bound by all admissions or acknowledgments of indebtedness made or given by the Debtor to the Creditor.

I/we choose as my/our *domicilium citandi et executandi* the street address of the Debtor as set out in its application to the Creditor.

I/we consent to the jurisdiction of the Magistrate's District Court in respect of any legal proceedings which may be instituted against me/us arising out of this suretyship, notwithstanding that the amount of the claim on which such legal proceedings is based may exceed such Court's jurisdiction, hereby acknowledging that the Creditor shall be entitled but not obliged to institute any such legal proceedings in the Magistrate's District Court. Should the Creditor take any legal proceeding against me/us arising out of or in connection with this suretyship, then I/we shall be liable for all of the Creditor's legal costs, including all costs on an attorney and own client scale and collection commission, incurred in connection with such legal proceedings.

I/we agree that the Creditor shall at its own discretion be entitled to cede its rights hereunder to any other party in which event I/we shall be liable hereunder to any such cessionary.

I/we further acknowledge that I/we have read and agree to be bound *mutatis mutandis* to the Creditor to all terms and conditions to which the Debtor is bound.

SIGNED at _____ on this _____ day of _____,

As Surety and Co-Principal Debtor First Surety

As Surety and Co-Principal Debtor Second Surety

As Surety and Co-Principal Debtor Third Surety

Syntech is committed to providing the best possible level of service to our partners, please take a minute to help us better understand your company's requirements.

How did you hear about Syntech? Tick all applicable

- | | |
|---------------------|----------------------|
| Syntech Reseller | Friend /Acquaintance |
| Syntech Employee | Advertisement |
| Another Distributor | Other |
| Website | Please specify_____ |

Which of the following best describes your business? Select one

- | | |
|------------------------------|----------------------|
| Online Store | Retail Store (PC) |
| Retail Chain | Retail Store (Apple) |
| Service & Support Company | Corporate |
| Distributor/ Sub-distributor | |

How many employees does your company have? Select one

- | | |
|-------|-------|
| 1-5 | 20-50 |
| 6-10 | >50 |
| 11-20 | |

Who is you primary target market? Tick all applicable

- | | |
|---------------------|---------------------------|
| Public consumers | Retail Stores |
| SMME / SOHO Clients | Service & Support Company |
| Corporate Clients | Government |

What product categories do you have a requirement for? Tick all applicable

- | | |
|---------------------------|-----------------------------------|
| Flash | Computer Systems (e.g. notebooks) |
| Components (excl. memory) | Networking |
| Memory | Software |
| Consumer Storage | Monitors/Displays |
| High End Storage | Peripherals & Accessories |
| Apple-related Products | CCTV & Surveillance |
| Digital Signage | |