



VENDOR APPLICATION FORM
with
SA CALENDAR & PRINT (PTY) LTD.
Co. Reg.: 2005/006167/07
(herein after referred to as the Supplier)

1039 KATROL AVENUE
ROBERTVILLE
FLORIDA
P.O. BOX 1726,
FLORIDA, 1710
TEL: (011) 472 1128
FAX: (011) 672 0529

VENDOR DETAILS

Name of Vendor:
(herein after referred to as Vendor/Principal Debtor/Customer)

Trading as:

Is Vendor a: PTY LTD Sole Proprietor Private Individual
 Close Corporation Partnership Trust

CO Reg. No: CC Reg No: Trust Reg No: V.A.T. No:

Maximum Purchase Limit Required:

Vendor's Postal Address:.....
..... Code:

Vendor's Tel:..... Vendor's Fax: Email:

1. PERSONAL DETAILS OF DIRECTORS/MEMBERS/PROPRIETORS/TRUSTEES

Surname: First Names:

Spouse:

Residential Address in full (domicilium citandi et executandi):

Date of Appointment as Director/Member/Proprietor/Trustee: I.D. No.:

Tel (H): Cell. No.:

2. PERSONAL DETAILS OF DIRECTORS/MEMBERS/PROPRIETORS/TRUSTEES

Surname: First Names:

Spouse:

Residential Address in full (domicilium citandi et executandi):

Date of Appointment as Director/Member/Proprietor/Trustee: I.D. No.:

Tel (H): Cell. No.:

3. PERSONAL DETAILS OF DIRECTORS/MEMBERS/PROPRIETORS/TRUSTEES

Surname: First Names:

Spouse:

Residential Address in full (domicilium citandi et executandi):

Date of Appointment as Director/Member/Proprietor/Trustee: I.D. No.:

Tel (H): Cell. No.:

Vendor's Registered Office Address:

Name of Vendor's Accountant / Auditor / Accounting Officer:

Vendor's Accountant / Auditor / Accounting Officer's Physical Address:
 Code:

Vendor's Accountant / Auditor / Accounting Officer's Postal Address:
 Code:

Tel: Fax: Contact Person:

Vendor's Nature of Business:

How long has your Company / Business been in operation?

Are premises: OWNED RENTED Name of Landlord:

Contact Person: Tel:

Landlord's Postal Address:

Landlord's Physical Address:

VENDOR'S BANKING DETAILS: Name of Bankers: Branch:

Tel: Account No: Branch Code:

Name of Account: How long at Bank?

TRADE REFERENCES:

1. Name of Supplier:

Contact Person: Tel:

Address:

No. of years doing business together: Credit limit: Terms:

2. Name of Supplier:

Contact Person: Tel:

Address:

No. of years doing business together: Credit limit: Terms:

3. Name of Supplier:

Contact Person: Tel:

Address:

No. of years doing business together: Credit limit: Terms:

Name/s of any person/s fully authorised to order on behalf of the Vendor:
 Tel:

Name/s of contact person/s in Vendor's Accounts Department:
 Tel:

To this application form please attach the following: **1)** A cancelled copy of your most recent letterhead **2)** A cancelled copy of your current business cheque **3)** A photo copy of all Directors/Members/Proprietors/Trustees identity documents

Have any of the Vendor's/Directors/Members/Proprietors/Trustees ever been Insolvent, Liquidated, Sequestered, Commercially Bankrupt or placed under Judicial Management? YES NO

If yes, furnish details:

DECLARATION, CONSENT, CESSION AND SURETYSHIP

I/We, the undersigned

1.	
2.	
3.	

in my/our capacity as

--

and being an authorised representative(s) of the Vendor hereby declares/declare as follows:

- a. Payment will be made promptly within thirty (30) days of date of statement of account from the Supplier, where a credit facility has been approved.
- b. Any indulgence which the Supplier may grant to the Vendor shall not constitute a waiver of any of the rights of the Supplier who shall not thereby be precluded from exercising any rights against the Vendor which may have arisen in the past or may arise in the future.
- c. Should any amount be owing by the Vendor become overdue for payment then the Supplier may claim immediate payment on demand of all amounts owing at that time, whether payment be due or not and that all legal costs incurred would be for the Vendor's account.
- d. I/We shall pay interest on demand, at the maximum interest allowed by Law per annum calculated per month compounded on any overdue amounts.
- e. The information in this application is true and correct, and I/we undertake to notify in writing, any change of details shown herein, including change of ownership, name, or address within seven days of the change.
- f. I/We have received a copy of the Supplier's Agreement of Trade as appears on pages 3, 4 and 5 hereof. I/We agree that all business between the parties (whether under quotation, order, contract of sale or otherwise) shall be in terms of the said Agreement and/or those terms contained herein, whichever one is authoritative.
- g. I am/ we are authorised to sign this document.
- h. I/We specifically consent that the Supplier:
 - i. may carry out a credit enquiry in respect of the Vendor.
 - ii. may access a credit bureau's database before granting 30 days credit to the Vendor.
 - iii. may disclose the existence of the Vendor's account with the Supplier to credit bureaus.
 - iv. may, where credit is granted, transmit details to a credit bureau of how the Vendor has performed in meeting its obligations under the account, and share such information with other credit bureaus for purposes of assessing further applications for credit by the Vendor (and its directors, members, trustees or partners, as the case may be) and for occasional debt tracing, debt collection and fraud prevention purposes.
 - v. may, where the Vendor fails to meet its financial commitments to the Supplier, record the Vendor's default with credit bureaus.
 - vi. may refer information relating to the Customer's credit performance to credit bureaus for banking and credit assessment, statistical analysis and credit scoring purposes and use such information to identify products (including those supplied by third parties) which may be relevant to the Vendor.
- i. I/We cede and assign unto and in favour of the Supplier all my/our rights, title and interest in and to all debts which are now, or which may in future become, owing to me/us by any party or parties as security for the payment by me/us of all amounts which are now or may from time to time in the future, become owing by me/us to the Supplier from any cause of indebtedness howsoever arising. I/We agree that on request by the Supplier, I/we shall be obliged to hand over to the Supplier all books of account, contracts, invoices, and documents and the like which it may require for the purpose of ascertaining the amounts due to me/us and for the purposes of the recovery of payment.

I/We, the undersigned

1.	2.	3.
----	----	----

Identity Number

1.	2.	3.
----	----	----

by my signature hereto interpose and bind myself jointly and severally unto and in favour of the Supplier, its orders or assign, as surety in solidum for and as joint and several co-principal debtor with

(Your Registered Company Name)

(hereafter referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the supplier of any amount which is now or which may hereafter become owing, by the Principal Debtor to the Supplier from any cause of indebtedness however arising. I renounce all the the benefits of the legal exception, including cession of action, no cause of debt, excussion, division, no value received and revision of accounts, with the full force and meaning and effect with which I am fully acquainted.

Signed at on this day of

As surety and co-principal debtor

<p>1.</p> <p>2.</p> <p>3.</p>	<p>1.</p> <p>2.</p> <p>3.</p>	<p>1. Witness</p> <p>Name</p> <p>2. Witness</p> <p>Name</p>
--	-------------------------------	---

TRADE AGREEMENT

RECOMMENDED CONDITIONS AND RECOGNISED CUSTOMS OF THE PRINTING INDUSTRIES FEDERATION OF SOUTH AFRICA

In any contract that may arise out of the estimates customers will be deemed to have ordered subject to the following conditions unless otherwise agreed in writing.

- 1. AGREEMENT:** These terms and conditions supersede all other conditions and are without prejudice to any securities and/or guarantees/s which the Supplier holds. This contract constitutes the entire contract between the parties and no representation by any person or variations or consensual cancellations or amendments to any of the terms and conditions hereof, shall be valid or binding on the Supplier unless reduced to writing and signed by an authorised representative. To the extent that there is any conflict between these terms and a written agreement between the Supplier and the Customer in respect of a particular transaction, the terms of that agreement shall prevail.
- 2. ESTIMATES AND QUOTATIONS:** Not accepted by expiry date thereof shall be deemed withdrawn and cancelled, unless otherwise stated in writing. Quotations are for the prompt acceptance and undeffered execution and are subject to sight of final artwork and material. Clerical errors and omissions are subject to correction and the Supplier does not bind itself to accept the order. All prices exclude VAT. All prices quoted include delivery charges to one address within the Gauteng area.
- 3. ORDERS:** All orders from Customer are to be placed with the Supplier by means of an official order form with all information of work to be done in the finest details. Incorrect information leading to incorrect work done, will be for the Customer's account. The Supplier will not be held responsible as a result. The Supplier's liability is excluded to orders where colour samples / chromalins are not supplied by the Customer. The Customer agrees that it shall be liable to the Supplier for all products supplied up to the date of receipt of written notification from the Customer that the order placed by the Customer is to be postponed or cancelled. Time shall not be of the essence of the order / contract unless agreed upon in writing by the Supplier.
- 4. PRELIMINARY WORK:** Customer shall pay for any preliminary work which is produced at his request whether experimentally or otherwise.
- 5. PROOFS,** pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Customer for approval. Thereafter the Customer shall have no claim against the Supplier for errors in the exemplar as approved by the Customer. Changes required by the Customer, other than the correction of Supplier's errors, may be charged for. In particular if the Customer requires for any reason a reprint of any order of which he has previously approved which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the Customer notwithstanding any claims that the Customer may make about the original order. While every effort is made to ensure that materials supplied by the Supplier is produced correctly and in accordance with instructions received, CUSTOMER MUST CHECK FINAL MATERIAL as liability in case of an error on the part of the Supplier is specifically excluded.
- 6. DISPATCH/DELIVERY:** Goods will be dispatched or must be collected by the Customer when ready and the Customer shall not refuse or delay to take delivery. The signature of any employee of the Customer or any third party to whom the goods are delivered in accordance with the Customer's instructions which appears on the Supplier's official delivery note or the delivery note / waybill of any authorised independent courier nominated by either party, will constitute conclusive evidence of goods produced and delivered. The Customer shall indemnify the Supplier against all demands and claims which may be made against it by the courier so engaged and all liability which the Supplier may incur to the courier arising out of the transportation of goods so ordered by the Customer.
- 7. PAYMENT:** Is due when goods are ready for despatch or collection where account facilities are not approved.
- 8. PAYMENT TERMS:** A period of strictly 30 days from date of statement is allowed for payment in respect of approved credit accounts. All accounts are strictly nett. Interest on overdue accounts shall be charged, compounded and on a monthly basis, at the maximum interest rate allowed by law from time to time as set forth in the Limitation and Disclosure of Finance Charges Act No 73 of 1968, as amended, or in terms of any other applicable legislation. Should the Customer not dispute the accuracy of an invoice, in writing, within seven (7) days after the date reflected on the invoice, the invoice shall be deemed to be correct. The Customer shall under no circumstances be entitled to deduct or set-off any amount or defer or withhold payments of any amount due to the Supplier in terms of this agreement. Should any amount owing by the Customer to the Supplier in terms of this agreement, become overdue for payment, then the Supplier reserves the right to demand immediate payment of all amounts owing at the time, notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.
- 9. EXPEDITED DELIVERY:** When required to expedite delivery ahead of the time needed for proper production, the Supplier shall not be liable for defects occasioned thereby. Should such expedited delivery require payment of overtime wages, and other additional costs or delivery charges, all such extras are for the Customer's account. Charges are based on normal business hours, i.e. from 8 a.m. to 4 p.m. Monday to Friday. Work performed outside these hours at the Customer's request involves overtime at our overtime rate, which is generally not included in the original Estimate/Quotation.
- 10. QUANTITY:** The Customer shall accept as good and complete delivery, and shall pay the contract price pro rata for any quantity that does not exceed or fall short of the quantity ordered by more than ten percent (10%).
- 11. COMPLAINTS:-** Will only be entertained if received by the Supplier in writing within SEVEN DAYS (7) of delivery. If a complaint is not lodged within the agreed period of SEVEN DAYS (7) it shall be deemed to be free of defect and in accordance with the order placed, whereafter no complaint will be entertained. All such goods against which such complaint is being made must be returned to the Supplier within the aforementioned seven (7) day period failing which, no complaint will be entertained.
- 12. STANDING MATTER AND PRINTER'S MATERIALS:** Of any kind whatsoever, may be distributed, effaced or disposed of immediately after the order is executed unless written arrangements are made for retention. The Supplier may charge rent for storage of goods retained at Customer's request. The Customer will be responsible for their own insurance of goods stored and the Supplier is in no case liable for any loss or damage to goods left in its possession. Origination work and any copyright subsisting therein shall be the property of the Supplier unless otherwise agreed to in writing with the Customer. Negatives or Positives produced by the Supplier remain the sole property of the Supplier until paid for in full. The Supplier undertakes, however, not to utilise any negatives or positives in its possession for the purpose of doing work for a third party without the written consent of the Customer concerned. It is the Customer's responsibility to retain the original copy of all electronically originated data supplied to the Supplier. Once altered by the Supplier in any way at the request of the Customer, any such medium becomes the sole property of the Supplier and will be charged for. The ownership will pass to the Customer once paid for in full.
- 13. CUSTOMER'S PROPERTY:** And property supplied to the Supplier on behalf of the Customer will be held at Customer's risk. The Supplier will not be responsible for imperfect work caused by any defects in or unsuitability of material or equipment not supplied by the Supplier. The Supplier will not be responsible for Customer's material wasted in the course of production. Extra costs incurred through the use of defective positives, materials or equipment supplied by the Customer are for the Customer's account.
- 14. ILLEGAL OR DEFAMATORY:** The Supplier shall not be required to produce any matter which in its opinion is Illegal or Defamatory. The Customer shall indemnify the Supplier against any claims, costs and expenses arising out of infringement of copyright, trademarks, patents or designs.
- 15. PERIODICAL PUBLICATIONS:** Unless otherwise agreed, either party may terminate any order / contract for printing a Periodical Publication by giving not less than three months notice in writing. Nevertheless the Supplier may forthwith terminate any such order / contract should monies due remain unpaid or should any other of these conditions be breached.
- 16. FORCE MAJEURE:** Any order / contract is subject to cancellation or to variation by reason of Force Majeure from any and every cause whatsoever beyond the Supplier's control including INTER ALIA: inability to secure labour, materials, power or supplies, or by reason of an Act of God, War, Civil Disturbances, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood Drought or Legislation.
- 17. INCREASED COST OF PRODUCTION:** The Supplier may recover from the Customer any increase in the cost of production which might occur between the acceptance and execution of any order.
- 18. VARIATION IN STANDARD:** The Supplier shall not be required to work to tolerances closer than those applicable to the materials obtained by him in ordinary course of trade. No liability shall arise from variations in the standard, quality and performance of such materials.
- 19. THIRD PARTIES/WARRANTIES:** It is the sole responsibility of the Customer to check goods delivered for defects and to determine whether the goods ordered are suitable for the intended purpose before distributing. The Supplier gives no warranty, expressed or implied, concerning the suitability of the goods supplied for any purpose whatsoever. The Supplier shall not be liable for any direct, indirect, consequential or other loss of any nature, including loss to Third Parties or transport costs, arising out of errors or defects in carrying out an order / contract or by delay in delivery or by unsuitability of goods for use as intended. The Supplier's liability to the Customer for any damages sustained by the Customer from any cause whatsoever, including any damage or defects arising out of the Supplier's negligence or that of its servants or agents or subcontractors shall any event and under all circumstances, be limited to the replacement of goods which are found to be damaged or defective as at the date of delivery thereof.
- 20. WHEN PAYMENT IS OVERDUE:** The Supplier may suspend deliveries without prejudice to any other legal remedy until due payment has been made. Furthermore, any monies in respect of goods completed but not delivered shall thereupon forthwith become due and payable. Moreover after the expiration of FOURTEEN DAYS NOTICE (14), the Supplier may exercise a general lien on all Customer's goods and property in his hands and may dispose of such goods and property as the Supplier sees fit and apply the proceeds towards such debts. The Supplier may also elect to cancel and not produce any unmade balance of such order / contract and recover from the Customer any loss sustained by so doing.
- 21. OWNERSHIP:** Notwithstanding the delivery of any goods to the Customer, ownership shall not pass until the Supplier has received payment in full of all and any indebtedness of the Customer to the Supplier and the Supplier shall be entitled to recover possession of the goods without notice and without the necessity to first cancel the order / contract of sale if payment of the amount owing to the Supplier is not effected without deduction or set-off on due date.
- 22. DISPUTE:** In any dispute arising between the Supplier and the Customer, the Supplier shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the Customer until such time as the Customer proves the contrary. The Customer agrees that in the event of any portion of an invoiced amount being disputed, then and in that event, the Customer will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Customer, failing which any discount permitted in respect of the invoiced amount will be forfeited. In the event of a dispute arising between the parties to these trading terms in regard to any aspect, provision or clause hereof, then and in such event, the dispute shall be referred to the Printing Industries Federation of South Africa (PIFSA) for arbitration. The decision of arbitrators appointed by PIFSA will be final and binding on the parties hereto. It is within the contemplation of the parties that such dispute, which may be resolved in the manner aforesaid, will include disputes as to the meaning, effect and interpretation of this agreement. This provision shall not however preclude the Supplier from proceeding to any Court of competent jurisdiction to enforce any of its rights arising from this agreement, including, but not limited to, taking legal action to claim any amounts due to the Supplier in terms of this Agreement as well as interdictory and other relief.
- 23. CERTIFICATE:** A certificate under the hand of any director of the Supplier whose appointment and authority it shall not be necessary to prove, as to the indebtedness of the Customer to the Supplier in terms of this agreement at any time, shall, in the absence of manifest error, be prima facie evidence of the Customer's indebtedness to the Supplier under this agreement and shall be capable of being relied on by the Supplier in all and any proceedings against the Customer or other proceedings arising out of this agreement, including without limitation, for the purposes of obtaining provisional sentence or summary judgement.
- 24. LEGAL COSTS:** If as a result of any breach by the Customer of any of the terms of this agreement, the Supplier instructs its attorneys to make demand or institute legal proceedings against the Customer, the Customer shall be liable for and shall pay, on demand, all legal costs and disbursements so incurred, including the costs of any letter of demand, tracing agents fees and collection commissions on the scale as between attorney and own client.
- 25. CANCELLATION:-** The Supplier may cancel this contract or any uncompleted part of it if the Customer commits a breach of any of the terms or conditions of this contract or, being an individual, dies or is provisionally or finally sequestered, surrenders or makes application to surrender his estate or, being a partnership is terminated, or being a company is placed under a provisional or final order of liquidation or judicial management, or has a judgment recorded against it which remains unsatisfied for seven (7) days or compromises or attempts to compromise generally with any of its creditors. Upon the cancellation of the contract for any reason whatsoever, all amounts then owed by the Customer to the Supplier in terms of the contract shall become due and payable forthwith.
- 26. JURISDICTION:-** The Customer and the person/s who executes the deed of suretyship hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Customer and / or the surety and co-principal debtor for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that the Supplier shall be entitled and not obliged to bring any action in any other competent Court which has jurisdiction over the Customer. In the event of any action being instituted by the Supplier against the Customer for any reason or for any amount due in terms hereof and being successful with such action the Customer and the surety and co-principal debtor hereby agree to pay the Supplier's attorneys legal fees on the scale as between attorney and own client, including collection commission, tracing fees and the like.
- 27. GENERAL:** No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by an authorised official of both parties. No indulgence which the Supplier may grant to the Customer shall constitute a waiver of any of the rights of the Supplier, which shall not thereby be precluded from exercising any rights against the Customer which may have arisen in the past, or which may arise in the future. The Customer represents and warrants that the Vendor Application has been completed in full and that all information given is true and correct and that the Customer has disclosed to the Supplier all information reasonably material and required by the Supplier in order to enable the Supplier to make a valid decision regarding the Customer's creditworthiness. The parties record and agree that the Supplier has been induced to enter into this agreements relying on the truth of these warranties and representations, all of which are deemed to be material. The Customer nominates as its domicilium citandi et executandi address (physical business address) for the purposes of the giving of any notice, the service of any process, or for any other purpose arising from this agreement, the address as stipulated on page 1 of the Vendor Application. The parties shall be entitled from time to time by written notice to one another, to vary their address to any other physical address in the Republic of South Africa.