

## NEW CUSTOMER AND DEBIT ORDER FORM

### CUSTOMER DETAILS

Full Registered Name of Company:	
Trading Name of Business:	
Business Registration Number:	
VAT Registration Number:	
Contact Name	
Email Address:	
Cellphone Number:	
Physical Trading Address of Business:	

### NAMES & ADDRESSES OF DIRECTORS / MEMBERS / PARTNERS / PROPRIETORS

Full Names	Residential Address	ID Number
1.		
2.		
3.		

Name of Holding Company and/or Associated Companies	
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**CONTROL ROOM**

Base Station Support Contact Person	
Contact Cellphone	

**ACCOUNTS INFORMATION**

Contact Person	
Contact Cellphone	
Contact Email Address	
Position Held	

**DOCUMENTATION REQUIRED**

Please ensure the following documentation is attached:
CIPC Registration Documents
Certified ID Copies of Directors / Owners
Bank Confirmation Letter (BCL) (not older than 3 months)

## TERMS AND CONDITIONS

### 1) APPLICATION

- (a) These terms & conditions override and supersede all other conditions and are without prejudice to any securities and/or guarantees which the seller holds
- (b) This contract constitutes the entire contract between the parties and no representation by any person or variations or consensual cancellations of 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 of the Supplier
- (c) To the extent that there is any conflict between these terms and a written agreement between the Supplier and the Purchaser in respect of a particular transaction, the terms of that Agreement will prevail
- (d) The Supplier reserves the right to either grant or deny a credit facility

### 2) CUSTOMER'S PROPERTY

- (a) Customer's property and property supplied to the Supplier on behalf of a customer will be held at customer's risk. The supplier will not be responsible for imperfect work caused by defects in or unsuitability of material or equipment not supplied by the supplier.
- (b) Stock remains the property of Finmon until paid in full. Deliveries may be suspended on overdue stock until payment is made.
- (c) Overdue stock exceeding 180 days. Finmon reserves the right to suspend units until payment is received

### 3) PAYMENT

- (a) The contract price shall be paid by the Purchaser without any deduction or set-off within the period stipulated on the face hereof following the date appearing on the statement
- (b) The Supplier shall be entitled to charge interest at the maximum rate possible, from time to time on all overdue amounts, as set forth in the "Limitation and Disclosure of Finance Charges Act No 73 of 1968", as amended, or any other applicable legislation.
- (c) The Purchaser agrees that in the event of any portion of an invoiced indebtedness being disputed then, in that event, the Purchaser will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Purchaser
- (d) Should the customer wish to cancel/transfer units, the account must be paid up in full before any changes to the account can take place.
- (e) Overdue network fees will result in the suspension of services until paid in full and 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 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 he sees fit and apply the proceeds towards such debts. The Supplier may also elect to cancel and not to produce any unmade balance of such contract and recover from the customer any loss sustained by so doing.

### 4) TERMS

- (a) Stock purchases: COD. A continued bad Finmon account history can result in the account becoming COD
- (b) Network fees: Must be paid in current month by the 7th of each month. Alternately Finmon has a debit order option
- (c) A cellphone number is required for the customer. This will be used to receive messages from the base station when necessary.

### 5) DELIVERY

- (a) Delivery shall be completed when goods are off-loaded at their destination. If the goods are to be transported by means of the Supplier's vehicle or when the goods are loaded, if the goods are to be transported by the Purchaser or a carrier engaged (whether by the Supplier or the Purchaser) to transport the goods for the Purchaser
- (b) Should the Supplier at the Purchaser's request agree to engage a carrier to transport the goods for the Purchaser then:
  - (i) the Supplier is authorised to engage a carrier on such terms and conditions as it deems fit
  - (ii) the Purchaser shall indemnify the Supplier against all demands and claims which may be made against it by the carrier so engaged and all liability which the Supplier may incur to the carrier arising out of the transportation of goods.
- (c) The risk in the goods shall pass to the purchaser on delivery of the goods to the Purchaser, its agent or carrier referred to in 3 (b) above.
- (d) The signature of any employee or agent of the Purchaser which appears on the Supplier's official delivery note or way-bill, or the delivery note of any authorised independent carrier, will constitute conclusive evidence of delivery of goods purchased.

### 6) EXCLUSIONS

- (a) The Supplier's liability to the Purchaser for any damages sustained by the Purchaser from any cause whatsoever, including any damages arising out of the Supplier's negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstances be limited to the replacement of goods which, at the date of delivery thereof are subject to a patent defect arising from defective materials or workmanship at the Supplier's premises.
- (b) The Purchaser shall not have any claim of any nature whatsoever against the Supplier for any failure by the Supplier to carry out any of its obligations under the contract as a result of causes beyond the Supplier's control, including but without being limited to any strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of the Supplier, or any other cause whatsoever beyond the Supplier's absolute and direct control.

### 7) CANCELLATION

- (a) The Supplier may cancel the contract or any incomplete part of it if the Purchaser commits a breach of any of the terms or conditions of contract;
  - or, being an individual, dies or is provisionally or finally sequestered or surrenders or makes application to surrender his estate;
  - or, being a partnership, the partnership is terminated;
  - or, being a company, is placed under a provisional or final order of liquidation or judicial management;
  - or, has a judgement recorded against it which remains unsatisfied for 7 days;
  - or, compromises or attempts to compromise generally with any of the Purchaser's creditors
- (b) The Supplier's rights in terms of (a) shall not be exhaustive and shall be in addition to its common law rights
- (c) Upon cancellation of the contract for any reason whatever:
  - (i) all amounts then owed by the Purchaser to the Supplier in terms of the contract shall become due and payable forthwith;
  - (ii) the Supplier may retake possession of goods in respect of which ownership has not passed (goods remain the property of the Supplier until settled in full)

### 8) JURISDICTION

- (a) The Supplier shall be entitled but not obliged to institute any proceedings against the Purchaser, arising out of the contract for the full balance outstanding including current purchases in any Magistrate's Court having jurisdiction over the Purchaser notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court
- (b) A certificate signed by any Director of the Supplier showing the amount due and owing by the Purchaser to the Supplier at any given time shall be conclusive proof of the facts therein stated for the purpose of all legal proceedings against the Purchaser for recovery of the said amount

### 9) DOMICILIUM

The Purchaser nominates its business address as reflected on Page (i) as its domicilium citandi executandi for service upon all of notices and processes whether in connection with any claim for any sum due to the Supplier or otherwise

### 10) NO WAIVER

No extension of time or any other relaxation or indulgence granted by the Supplier to the Purchaser shall operate as or be deemed to be a waiver by the Supplier of any of its rights under this contract to be a waiver by the Supplier of any of its rights under this contract or a novation of any of the terms and conditions of this contract

### 11) LAW APPLICABLE

This contract is governed by the laws of the Republic of South Africa.

**SIGNATURE**

I/We certify that the information given is true and correct. We agree to the terms and conditions set out above.

I/We hereby give Finmon Newco (Pty) Ltd permission to access our credit profile from one or more registered credit bureaus for the purpose of assessing this application and for ongoing account review. This includes the right to request company and/or director credit reports and payment history data.

I, the below signatory, do hereby bind myself as surety and co-principal debtor with the customer for the debts and obligations of the customer to Finmon Newco (Pty) Ltd. I renounce the benefits of division and exclusion.

Duly Authorised Person	
Designation	
Place	
Date	

**FORM OF AUTHORITY AND MANDATE IN RESPECT OF ALL ELECTRONIC DEBITS**

**A. AUTHORITY**

Account Name \_\_\_\_\_

Bank \_\_\_\_\_

Branch and Code \_\_\_\_\_

Account Number \_\_\_\_\_

Type of account:

current

cheque

saving

transmission

Amount:

Acknowledgment of Debt

Monthly Network Fee Invoice

Preferred date of debit:

3<sup>rd</sup>

15<sup>th</sup>

To: **Finmon Newco (Pty) Ltd.**

3B MRM Office Park

10 Village Road

Kloof

3640

I/We hereby authorise you to issue payment instructions against my/our above-mentioned account on condition that the sum of such payment instructions do not exceed my/our obligations as agreed to in the Agreement.

This authorisation will commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and continuing until this authority and mandate is terminated by me/us in writing, giving no less than 14 working days before the due date.

If the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next business day. In the event of insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I /We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks. I also understand that details of each withdrawal will appear on my bank statement as identification of authorised debit order.

I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

**B. MANDATE**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions had been issued by me/us personally.

**C. CANCELLATION**

I/We agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

**D. ASSIGNMENT**

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this authority and mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Signature/s as used for operating on the account.