

Head Office - JHB

P.O. Box 30914,
Kyalami, 1684
E-mail: sales@audiosure.co.za
Website: www.audiosure.com

Johannesburg

33 Elevation Garden
Waterfall Park, Vorna Valley,
Midrand
Tel: (011) 790 4600

Cape Town

33 Creation Park
Computer Road
Montague Gardens
Tel: (021) 555 1617
Fax: (021) 552 9514

Durban

Unit 12, Riverbend Park
45-47 Island Circle
Riverhorse Estate
Durban
Tel: (031) 569 9260
Fax: (031) 569 9269

Bloemfontein

Cnr. Zastron Street &
Second Ave
Bloemfontein
Tel: (051) 430 4455
Fax: (051) 447 2183

NB! Please read this cover page before completing the application to prevent any delays in processing.

1. Please note that all fields must be filled in paying special attention to :
 - Your Full Registered Company Name
 - **Credit Limit Required (NB!)**
 - 3 Contactable trade references
 - Domicilium address on the Terms and Conditions
 - On Annexure B – Terms & Conditions – I/We the undersigned must be completed with your full name.
 - On Annexure C – Suretyship – Please make sure that If there is only one Member signing as the undersigned the other two lines must be crossed out and initialed by that signatory
 - On Annexure C – Suretyship – Please make sure that if there is only one Member signing for Surety the other two lines must be crossed out and initialed and there must be a witness's signature.
 - Please note that all pages needs to be initialed if there is no full signature on that page.
2. Please note that once we receive your application it will take 5 working days to process.
3. We regret that we do not handle cash and no cheques are accepted unless by prior arrangement.

Payment options:

- EFT's or Direct Deposits to our bank account: -

F/T Audio (Pty) Ltd t/a Audiosure
First National Bank
Corporate Account Service
Acc No 62003307768
Branch Code: 255005
Cheque Account

- **Fax copy of EFT or Deposit slip to our accounts department on 086 638 8327, once payment is done**
- **We require the original application to be delivered or posted to us for legal purposes.**

If you have any questions regarding this application please do not hesitate to contact me.

Nomusa Mathaba

Credit Controller
Tel. 011 790-4600
Fax. 086 638-8327
For and on behalf of First Technology (Audio) (Pty) Ltd. T/A Audiosure

APPLICATION FOR CASH OR CREDIT FACILITIES

ANNEXURE A – COMPANY INFORMATION

GENERAL ADMIN INFO.	
REGISTERED NAME of company (in full):	
TRADING AS:	
VAT REGISTRATION No.:	
NAME OF AUDIOSURE REP:	
POSTAL ADDRESS:	
STREET ADDRESS:	
INVOICES SENT TO:	POSTAL Address [] STREET Address []
STATEMENTS SENT TO:	POSTAL Address [] Accounts Email Address Below * [] Fax No:
TELEPHONE NUMBER/S:	
FAX NUMBER/S:	
E-MAIL ADDRESSES AND NAMES OF RELEVANT PEOPLE:	Management:
	Tel No: Email:
	Buyer:
	Tel No: Email:
	Accounts:
	Tel No: * Email:
LEGAL ENTITY: (Tick appropriate Block)	Public Company [] Private Company [] Close Corporation [] Partnership [] Sole Trader [] If Sole Trader please state Annual Turnover - Other [] If Other please state Legal Entity -
NATURE OF BUSINESS: (Tick appropriate Block)	AV Integrator [] Buying Group [] Distributor [] Events Company [] Installer – AV [] Installer - Car Audio [] Manufacturer [] Mobile Disco [] Production Company [] Retail Store [] Retailer - Internet [] Rental Company [] Other [] (If other please use comments below to define your Nature of Business) Comments: I give you permission to add me to your Marketing Database Yes [] No []
DATE COMMENCED BUSINESS / INCORP'D:	
REGISTRATION NUMBER:	

DIRECTORS / MEMBERS / PARTNERS:	
NAME:	
ID NO.	
CONTACT TEL. NO.	
NAME:	
ID NO.	
CONTACT TEL. NO.	
NAME:	
ID NO.	
CONTACT TEL. NO.	
SHAREHOLDERS	
NAME:	
ID / REGISTRATION NO.	
CONTACT TEL. NO.	
NAME:	
ID / REGISTRATION NO.	
CONTACT TEL. NO.	
NAME:	
ID / REGISTRATION NO.	
CONTACT TEL. NO.	
BANKING DETAILS	
NAME OF BANK:	
ACCOUNT NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT NO.:	ACC. TYPE:
TRADE REFERENCES	
SUPPLIER:	
ADDRESS:	
CREDIT LIMIT:	PAYMENT TERMS:
CONTACT:	TEL. NO.: ()
SUPPLIER:	
ADDRESS:	
CREDIT LIMIT:	PAYMENT TERMS:
CONTACT:	TEL. NO.: ()
SUPPLIER:	
ADDRESS:	
CREDIT LIMIT:	PAYMENT TERMS:
CONTACT:	TEL. NO.: ()

TERMS AND CREDIT LIMIT REQUIRED					
PAYMENT TERMS REQUIRED:	Cash On Delivery		7 Days from Invoice		30 Days from Statement
CREDIT LIMIT REQUIRED:	N/A		R		R

DECLARATION

I/We warrant that the information given above is true and correct and that I/We have authority to act for the applicant and to bind the applicant to the conditions of sale. The applicant acknowledges and accepts the conditions of sale set out overleaf.

SIGNATURE OF AUTHORISED APPLICANT:		
CAPACITY:		
DATE:		
COMMENTS:		
FOR OFFICE USE ONLY		
TRADE REFS:	SUPPLIER:	
	CONTACT:	
	COMMENCE DATE:	PAYMENT TERMS:
	MONTHLY PURCHASES:	CREDIT LIMIT:
	COMMENTS:	
	SUPPLIER:	
	CONTACT:	
	COMMENCE DATE:	PAYMENT TERMS:
	MONTHLY PURCHASES:	CREDIT LIMIT:
	COMMENTS:	
	SUPPLIER:	
	CONTACT:	
	COMMENCE DATE:	PAYMENT TERMS:
	MONTHLY PURCHASES:	CREDIT LIMIT:
	COMMENTS:	
CREDIT BUREAU CHECK:		
ACCOUNT APPROVED:	YES [] NO [] (Reason):	
CREDIT LIMIT APPROVED:		
PAYMENT TERMS APPROVED:		
COMMENTS:		
AUTHORISED BY:		
AUTHORISED SIGNATURE:		
DATE:		
A/R ACCOUNT NO.:		

ANNEXURE B – TERMS & CONDITIONS

I/We the undersigned (Persons Name) _____ (for “the Applicant”) hereby apply to FIRST TECHNOLOGY (AUDIO) (PTY) LTD (“AUDIOSURE”), all its subsidiaries and divisions for Credit facilities/ Cash Accounts and represent and warrant that the particulars given in Annexure A are true and correct. I/We give Audiosure the permission to do all necessary Credit Checks needed to process this application. I/We acknowledge that should the credit be granted to me/us in terms of this application, I / We shall be liable to AUDIOSURE notwithstanding which company or division of AUDIOSURE supplies goods to me/us. I / We further accord that my/our obligations which may rise from this Application if accepted by any AUDIOSURE subsidiary or division shall extend to AUDIOSURE. I/We agree that should the Applications be granted, the following terms and conditions will apply:

1. AUDIOSURE shall notify the Applicant in writing of its acceptance or rejection of the Applicant's application for credit facilities in terms hereof within a reasonable time after receipt by AUDIOSURE of such application. Such notice by AUDIOSURE shall also set out any further terms and conditions applicable to such credit facilities which terms and conditions shall be determined by AUDIOSURE at its sole and absolute discretion and shall be in addition to the terms and conditions set out in this Application.
2. AUDIOSURE shall be entitled at any time to add to, vary, supplement or amend the terms and conditions referred to herein by written notice to the Applicant.
3. **WITHDRAWAL OF FACILITY** - AUDIOSURE may, at its discretion, terminate the Applicant's credit facilities in terms hereof by giving the Applicant written notice of termination of the facilities, and such termination shall be effective on receipt of such notice by the Applicant. The Applicant shall be deemed to have received notice on the day of delivery of the notice if it is delivered by hand, seven days after posting if sent by registered mail or within 2 hours of transmission if transmitted via telefacsimile during normal business hours or if transmitted outside business hours, within 2 hours of commencement of business on the following business day.
4. **PAYMENT TERMS** - Credit Accounts are payable 30 days from date of monthly statement. Cash Accounts are payable on delivery/collection of each order.
5. The Applicant will only be considered to have paid any amount owing to AUDIOSURE when the Applicant's payment is actually received by AUDIOSURE. If the Applicant posts a payment to AUDIOSURE, the Applicant bears the risk that the payment will be lost or stolen in the post.
6. **APPROPRIATION OF PAYMENT** - AUDIOSURE may allocate payments made by the Applicant to whichever of the Applicant's debts AUDIOSURE chooses.
7. All amounts not paid by the Applicant hereunder in full on the due date for payment thereof shall bear interest at the publicly quoted basic rate of interest per annum which FIRST NATIONAL BANK lends to its most favoured corporate customers on unsecured overdraft, as certified by any general manager of that bank, whose appointment or authority it shall not be necessary to prove, plus 3 %.
8. A certificate signed by AUDIOSURE (or by its financial manager or any one of its directors or managers, whose appointment, qualification and/or authority shall be presumed unless the contrary is proved) as to the amount of the Applicant's indebtedness hereunder shall be *prima facie* evidence of the amounts of indebtedness shown in that certificate and shall be binding on the Applicant (unless the Applicant proves the incorrectness thereof) in any proceedings instituted by AUDIOSURE in any competent Court for the purpose of obtaining provisional sentence or judgement against the Applicant.
9. **CONSENT TO JURISDICTION** - If AUDIOSURE has a claim against the Applicant under or in respect of credit facilities granted by AUDIOSURE to the Applicant in terms hereof, the Applicant consents to AUDIOSURE at its option, bringing that claim in the Magistrate's Court which has jurisdiction over the Applicant even if the amount of the claim exceeds the jurisdiction of the Magistrate's Court.
10. **SEVERABILITY AND DIVISIBILITY** - Each and every provision and/or clause in this agreement is hereby declared to be severable and divisible from the other. Accordingly, in the event that any one or more of the clauses is deleted or found to be invalid or unenforceable for whatever reason, then and in such an event, such deletion, invalidity and or unenforceability shall in no way detract from, limit, inhibit and/or derogate for the enforceability of the remaining clauses.
11. **COSTS** - If AUDIOSURE takes any action against the Applicant (whether this action includes instituting legal action or not) to recover money owing by the Applicant in terms hereof, the Applicant shall be liable for all AUDIOSURE's costs of any nature, including legal costs on an attorney and own client basis and collection commission of 10 % incurred by AUDIOSURE in taking that action.
12. **NOTICES AND DOMICILIUM** - Each party chooses the address set out in the application form and repeated below as its *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of these Conditions.
13. Any party may by written notice to the other parties change its chosen address to another physical address and/or its chosen telefax number to another telefax number, provided that the change shall be in writing and addressed to the other party. Notice shall be deemed to have been received by the other party on the day of delivery of the notice if it is delivered by hand, seven days after posting if sent by registered mail or within 2 hours of transmission if transmitted via telefacsimile during normal business hours or if transmitted outside business hours, within 2 hours of commencement of business on the following business day.
14. Any notice or communication required or permitted to be given in terms of these conditions and shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
15. **ACCELERATION** - If the Applicant fails to pay a debt to AUDIOSURE in terms hereof when it is due then all other amounts owed to AUDIOSURE by the Applicant from any cause shall become immediately due and payable even if payment of those amounts is only due in the future.
16. **OWNERSHIP** - Despite anything to the contrary in any other agreement between AUDIOSURE and the Applicant, ownership of goods sold by AUDIOSURE to the applicant will not pass until the Applicant has paid the purchase price for those goods in full. The risk of loss or damage in the goods shall pass on delivery to the Applicant.

17. **STORAGE FEES** - AUDIOSURE shall be entitled at its discretion to charge the Applicant reasonable storage fees for goods held by AUDIOSURE for and on behalf of the Applicant for any period in excess of 3 weeks from the date on which the goods are delivered to AUDIOSURE by the Supplier. AUDIOSURE shall advise the Applicant of the rate to be charged prior to charging the storage fee.
18. **HANDLING FEES** - In the event of AUDIOSURE being charged a handling fee by a supplier in respect of goods ordered for and on behalf of the Applicant and in accordance with this agreement, the Applicant shall be liable for such fees and AUDIOSURE shall be entitled to invoice the Applicant for same.
19. **CHANGE OF CIRCUMSTANCES** - The Applicant undertakes to notify AUDIOSURE in writing immediately there is any material change in the Applicant's circumstances, including but not limited to: change in ownership of the Applicant, or in the Applicant's business, name, address or financial circumstances.
20. Any latitude or extension of time which may be allowed by AUDIOSURE shall not under any circumstances whatsoever act as an estoppel or be a waiver of AUDIOSURE'S rights hereunder.
21. No alteration or variation to, or consensual cancellation of this Application shall be of any force or effect unless it is recorded in writing and signed by both parties to this Application.
22. The validity of this Application, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of this undertaking or its performance shall be determined in accordance with the laws of the Republic of South Africa.
23. This Application constitutes the entire contract between the parties relating to the subject matter hereof and no other conditions, warranties, guarantees and representations shall be of any force or effect other than those which are included herein.
24. The Applicant shall not be entitled to cede its rights or delegate its obligations under this Application without the prior written consent of AUDIOSURE.
25. For the purposes of this Application unless the context otherwise indicates the word "Application" means this Application for credit facilities together with the information furnished in Annexure A and B attached.
26. Either party may terminate any credit facilities granted to the Applicant in terms of this Application forthwith and on notice in writing to the other party if the other party breaches any other term of this Application and fails to remedy such breach within 21 days of having been given written notice calling for such breach to be remedied.

SIGNED at _____ on this, the _____ day
of _____ 20 _____.

SIGNED FOR AND ON BEHALF OF
THE APPLICANT

WITNESS

PHYSICAL ADDRESS OF THE APPLICANT (Domicilium Citandi et Executandi)

SIGNED FOR AND ON BEHALF OF
AUDIOSURE

WITNESS

PHYSICAL ADDRESS OF AUDIOSURE (Domicilium Citandi et Executandi)

33 Elevation Close, Waterfall Business Park, Midrand, Gauteng

ANNEXURE C - SURETYSHIP

I / We the undersigned

Signatory

1.(Name in full)

(ID No.)

2.(Name in full)

(ID No.)

3.(Name in full)

(ID No.)

Spouse

1.(Name in full)

(ID No.)

2.(Name in full)

(ID No.)

3.(Name in full)

(ID No.)

NB! Please note your spouse’s signature is needed if you are married in Community of Property and please cross out and initial the fields that are not applicable.

do hereby interpose and bind myself/ourselves jointly and severally and in solidium as Surety and Co-principal Debtor(s) unto and in favour of FIRST TECHNOLOGY (AUDIO) (PTY) LTD (“AUDIOSURE”) (hereinafter referred to as “the Creditor”) for payment on demand of all monies which

_____ (Registered Name of Company)
 (hereinafter referred to as the Debtor) may now and from time to time in the future be due and become due and owing by the Debtor to the Creditor, its successor/s or assign/s whatsoever or howsoever arising from any cause of indebtedness.

1. The Creditor may at any time without the consent of or notice to me/us, cede, assign or transfer and make over all or some of its rights in and arising out of this Suretyship or any part thereof or any actual, prospective or contingent obligation of the Debtor.
2. This Suretyship shall terminate and be of no further force or effect on the earlier of the date on which all amount due by the Debtor(s) to the Creditor have been paid or the date on which the Creditor has been provided with alternative security to the Creditor’s satisfaction for the Debtor(s) obligations to the Creditor and is confirmed to us in writing by the Creditor.
3. This Suretyship shall be in addition to and without prejudice to any other Suretyship or Security now held or hereafter held by the Creditor from or on behalf of any or all of the Debtor(s).
4. Should the Creditor cede the whole of its right of action against the Debtor(s) to any third party, then the Creditor’s rights under this Suretyship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.
5. We renounce the benefits of excussion, division and cession of action, the full meaning and effect of which we know and understand.
6. This Suretyship constitutes the entire Agreement between me/us and the Creditor and I/we acknowledge and agree that there are no suspensive conditions suspending the operation of this Suretyship and no warranties, promises, representations of whatsoever nature and whether express or implied have been made, given or held out by the Creditor or any other person on behalf of the Creditor which have had the effect of directly or indirectly inducing me/us to sign this Suretyship. No Agreement in any way varying or adding to the terms and conditions of this Suretyship of the consensual cancellation thereof shall be of any force or effect unless contained in writing and signed by both me/us and the Creditor. Any latitude or extension of time which may be allowed by the Creditor to me/us in respect of any payment due in terms hereof or any indulgences shown by the Creditor to me/us shall not prejudice the Creditor’s rights under this Suretyship nor be deemed to be a waiver of any of the Creditor’s rights in terms hereof, nor a novation of this Suretyship.
7. We shall be responsible for all charges and expenses of whatsoever nature incurred by the Creditor in securing the implementation of my/our obligations to the creditor hereunder, including, without any way limiting the generality of the foregoing, all legal costs (including attorney and client costs) incurred by the Creditor.
8. The Creditor may, at its option institute action against me/ us for any claim arising hereunder in any Magistrate’s Court having jurisdiction, notwithstanding

that the amount of the claim may exceed the jurisdiction of that Court;

payable thereon and the date from which interest is reckoned, shall be deemed to be determined and prima facie proved by a certificate under the signature of any of the directors or general managers of the Creditor from time to time. It shall not be necessary to prove the appointment of the person signing any such certificate and such certificate shall be prima facie binding upon me / us.

9. The amount recoverable from me / us in terms hereof shall bear interest calculated from the date upon which such amount becomes due for payment by any / all of the Debtors at the rate at which the Debtor in question is obliged to pay interest to the Creditor or, at the Creditors election, at 3% above the prime interest rate being quoted by (bank) as that at which it is prepared to lend on an unsecured overdraft to its most favoured corporate customers / the private sector in the Republic of South Africa.

11. The Creditor is irrevocably authorised to apply any monies received by it from me/us in terms of this Suretyship against the indebtedness to it of any/all of the Debtor(s) in such manner as the Creditor in its discretion may think fit.

10. The amount owing to the Creditor by any / all of the Debtors and /or by me /us hereunder at any time, the fact that it is due and payable, the rate of interest

12. The stamp duty payable on this Suretyship shall be borne and paid by me/us.

13. I/We hereby choose as my/our domicilium citandi at:

_____ being the physical address which I nominate for service for all documentation and processors arising out of this Suretyship.

SIGNED at _____ on this, the _____ day of _____ 20 _____.

SURETY:

SPOUSE:

WITNESSES:

1. Signature: _____

Signature: _____

Name: _____

Name: _____

2. Signature: _____

Signature: _____

Name: _____

Name: _____

3. Signature: _____

Signature: _____

Name: _____

Name: _____

NB! Please note your spouse's signature is needed if you are married in Community of Property and please cross out and initial the fields that are not applicable.