

Cutting Edge Technology – Cutting through IT



CUSTOMER DETAILS CAPTURE FORM

Business details

<p>Notes:</p> <ol style="list-style-type: none"> 1. If not completed electronically please print in block letters, preferably using a black pen or ballpoint pen. 2. Please ensure that all information is supplied correctly and completely. 3. No transaction will take place unless all the information is supplied. 4. All information supplied in this form shall be treated by Cutting Edge, its officers and staff, in the strictest of confidence. 5. Please initial each page of this document

1. **CUSTOMER** I/We hereby make application for opening a client account with Cutting Edge Technology (Pty) Ltd

Account No: _____

New

Update

Company Information *(herewith referred to as "the Customer")*

Registered Name			
Trading as:			
Type of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation
Please tick	<input type="checkbox"/> Private Company	<input type="checkbox"/> Public Company	<input type="checkbox"/> Paristatal
Nature of Business:			
Company / CC Reg. No.:		VAT Registration No.:	
Financial year end (month):		Web Site address:	
Holding Company:			
Registered address:			Post Code:
Postal address:			Post Code:
Delivery address:			
Town:		Contact:	
Business Telephone No.:	()	Business Fax No.:	()

Cutting Edge Technology (Pty) Ltd

Kwa-Zulu Natal 10 Gifford crescent, Dolphin Coast - South Africa 4392

T +27 32 525 4241

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W www.cutting-edge.co.za

E ceweb@cutting-edge.co.za

Reg. No. 2016 / 114855 / 07

BEE: Level 4 (ECE) **VAT:** 4190272940

Directors: G.J Selvan





Key Operational Contacts (Customer complete)

Main Contact:			
First name:		Surname:	
Job Title		Telephone Number:	()
Email:		Fax Number:	()
Finance Contact:			
First name:		Surname:	
Job Title		Telephone Number:	()
Email:		Fax Number:	()

Office Use ONLY:

Bank Code Obtained		Local/Intl Credit Check	Date:
Trade Reference 1 - Comments			
Trade Reference 2 - Comments			
Trade Reference 3 - Comments			
Credit Limit	R	Captured on Pastel	
Payment Terms Negotiated	COD 15 days from Invoice 15 days from Statement 30 days from Invoice 30 days from Statement	Additional Fee for payments beyond 30 days from Statement	

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APPLICATION

These terms and conditions shall apply to any contract for the sale of any goods or services by Cutting Edge hereinafter referred to as the "the Creditor"

No alteration or variation of these terms and conditions shall apply, unless expressly agreed to in writing and signed by an authorised representative of the Creditor.

PAYMENT

The purchase price of goods listed on any invoice and/or delivery note signed acknowledging receipt of such goods shall be paid in full as stipulated on the quotation.

In the event of any one payment not being made on due date, then the full balance then owing by the Purchaser to the Creditor for whatever cause arising, shall forthwith become due and payable.

- i. Any credit facilities granted to The Customer by the Creditor is entirely at the discretion of the Creditor, and may be withdrawn at any time.

RESERVATION OF OWNERSHIP

- i. Notwithstanding anything herein before or elsewhere contained ownership in and to the goods forming the subject matter of the sale shall be, and at all times, shall remain, vested in the Creditor until the Customer has made payment in full of the purchase price.

No latitude or extension of time shall in any way vitiate or novate The Company's rights hereunder.

In the event of any default by the Company, the Creditor shall, without prejudice to any other rights which it may have, and without notice, be entitled, on demand, to obtain return of the goods forming the subject matter of the sale insofar as payment for such goods has not been made in full.

The Company shall have no right to dispose of or part with possession of the goods, whether by way of sale or pledge or otherwise and shall be obliged to insure the goods against the usual risk and maintain the goods in good order and condition

Monies received under the insurance policy shall firstly be applied in payment of the purchase price to the Creditor.

If in the event that the goods being interfered with by a third party, the Company shall then immediately notify the Creditor by way of telephone or fax.

VALID ORDERS

- ii. In the event of any order being given to the Creditor on an order form reflecting The Customer's name as the entity from which the order emanates, such order shall be deemed to have emanated from The Customer,
- iii. Notwithstanding the fact that such order may have been given or signed by a person not authorised by The Customer and such order will be deemed to constitute valid delivery.
- iv. It is further the sole responsibility of The Customer to determine that goods ordered are suitable for the purposes of the intended use.

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PAYMENT TO CREDITOR

- v. The Creditor does not appoint the Post Office as its agents for payments by post.
- vi. All payments shall be made to the Creditor's place of business from where the goods were ordered.

In the event of any payments being mislaid or lost in the post, The Customer shall still be liable to the Creditor for payment.

DELIVERY

Delivery shall be deemed to have been duly effected.
Where delivery takes place by road:

- vii. Where the Creditor is the carrier, at the time when the goods forming the subject matter of the sale are delivered to the place specified by the Company.

Where an outside transporter is the carrier, at the time when the goods forming the subject matter of the sale are delivered to such outside carrier, which in all cases shall be deemed to be the agent of the Company notwithstanding the fact that the Creditor may appoint such carrier and/or pay such carrier's charges.

The risk in and to the goods purchased shall pass to the Company upon delivery as defined above.

The costs of transportation and any costs incidental thereto shall be borne and paid by the Purchaser.

Where delivery is affected by rail, at the time when the goods forming the subject matter of the sale are delivered to the relevant rail authorities for consignment to the Customer, and, in all such cases, the relevant rail authorities shall be deemed to be the agent of the Purchaser.

WARRANTIES

- viii. New goods are guaranteed according to the manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.

Liability under clause 7 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of the Creditor.

The Customer will have no warranty or guarantee claims under this agreement unless the Creditor has received notice within fourteen days of the alleged defect occurring, a written notice from The Customer specifying the defect and requesting the Creditor to remedy such defect. The original tax invoice as issued by the Creditor must accompany any written notice of such defect.

The Customer shall return any defective goods to the premises of the Creditor at The Customer's cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.

All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by The Customer; or should the goods be operated outside of the Manufacturer's specifications.

CHANGE OF OWNERSHIP AND ADDRESS

- ix. The Customer undertakes to notify the Creditor, in writing, within seven days of any change in Ownership of The Customer's business, or should The Customer be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by The Customer. In addition to the foregoing, The Customer acknowledges that immediately upon any change of Ownership in The Customer any outstanding amount whether due or not shall be deemed to be forthwith payable by The Customer to the Creditor.

The Customer undertakes to notify the Creditor forthwith in writing of any change of address.

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OBJECTIONS TO STATEMENT

- x. If the Customer should fail to object to any item appearing on the Creditors statement of account within fourteen days of date of the dispatch of the statements, the accounts shall be deemed to be in order.

NON-WAIVER OF RIGHTS

- xi. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of the Creditor shall not in any way operate as or be deemed to be a waiver by the Creditor of any rights under this contract, or be construed as a novation thereof.

RECOVERY OF LEGAL /COLLECTION COSTS

- i. Should the Creditor instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against The Customer in the implementation or protection of the Creditor's rights, the Creditor shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

ENTIRE AGREEMENT

- i. This contract contains the entire agreement between the parties, any other terms thereof whether express, implied, or excluded here from, and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The laws of South Africa shall govern this agreement.

Signatory Name: _____

Date: _____

Duly Authorised Signature

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