

# AQUA DIVERS INTERNATIONAL (PTY) LTD

## DEALER APPLICATION FORM

**A: Dealership applying for:**

Service Centre  <input type="checkbox"/>	Dive School  <input type="checkbox"/>	Dive Centre & Resorts  <input type="checkbox"/>	Authorised Dealer  <input type="checkbox"/>
--	---	---	---

**B: Business Information**

Legal Name of Business: \_\_\_\_\_

Business Type (mark with an X)  Ltd  (Pty) Ltd  CC  Partnership  Sole Prop.

Registration Number: \_\_\_\_\_

Vat Number: \_\_\_\_\_

**C: Ownership Information: Directors, Members, Partners, Owners**

Full Name:	ID Number	Percentage
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**D: Authorisation Information**

Full Names of Persons Authorised to Purchase from Aqua Divers International (Pty) Ltd:

1. \_\_\_\_\_

2. \_\_\_\_\_

**E: Business Contact Details**

Business Address	_____			Code:
Postal Address	_____			Code:
Telephone Number: ( )	_____		Fax Number: ( )	_____
Cell Number: ( )	_____		E-Mail Address:	_____

**F: Banking Details of Business and Owners:**

Name of Account	Name of Bank	Branch name	Branch Code	Account Number

**G: Business Premises Details:**

Business Premises:  Owned  Rented

Name of Landlord: \_\_\_\_\_

Telephone Number of Landlord: \_\_\_\_\_

**H: Trade References – Please list Major Creditors:**

Name & Address	Contact person	Telephone Number	Terms	Amount	How Long
1. _____					
2. _____					
3. _____					

**I: Operational Information**

Name of Shop Assistants:	Week Suitable to Attend Product Knowledge Course:
1. _____	
2. _____	
3. _____	

**J: Credit Information**

Credit Terms( mark relevant box for terms): Cash  30 days from statement

Limit Request (Please fill in amount required) R \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS OF SALE INCORPORATING A PERSONAL SURETYSHIP/S**

1. These conditions shall apply to all goods sold by the Aqua Divers International (Pty) Ltd ("the Seller") and may not be varied unless such variation is reduced to writing and signed by the parties.
2. All prices quoted are ex our warehouse in Norhtlands Deco Park, Northriding. Delivery costs are not included in the price; the Purchaser is liable for all delivery costs.
3. Unless it is expressly agreed that credit will be granted, the purchase price of all goods sold shall be paid in cash against delivery of such goods.
4. If credit facilities are granted the amount owing by the Purchaser to the Seller shall be paid within the stipulated period.
5. Notwithstanding the grant of credit facilities to the Purchaser, the Seller shall be entitled at any time, and in the Seller's sole discretion to withhold such facilities and require payment on any account.
6. All risk in and to the goods sold shall pass to the Purchaser on delivery. Delivery to a carrier constitutes delivery to the Purchaser.
7. Ownership of the goods shall however remain with the Seller until the purchase price of the goods, value added tax, delivery and all other charges are paid in full by the Purchaser.
8. All diving equipment sold by Aqua Divers International (Pty) Ltd carries a manufacturer's warranty against manufacturing defects. In the event of a claim, goods must be returned to the seller at the Purchaser's cost, for assessment whereupon the manufacturer will decide whether to replace or to repair goods that are under the manufacturer warranty.
9. Goods may only be returned by written agreement between the Seller and the Purchaser. Any claim in respect of alleged short delivery or delivery of defective or incorrect goods shall be made in writing within 48 hours of delivery, failing which the contents of the relevant invoice / delivery note shall be deemed to be correct and all items therein reflected shall be deemed to be as ordered. All other returns will be subject to a 15% handling fee.
10. Notwithstanding any dispute regarding the fulfilment of any order, the Purchaser shall not be entitled to refuse goods tendered for delivery or any portion thereof, and not refuse, delay or withhold any payment.
11. If any amount on the Purchaser's account is in arrears, it will render the seller the right to cancel all discounts and kickbacks on the Purchaser's account. In addition any overdue amounts, howsoever arising, shall bear interest from the respective invoice dates at the current prime interest rate + 2% per annum, until date of payment.
12. Should the Purchaser be in breach of one or more of the terms and conditions hereof (all of which are material) including but not restricted to failure or refusal to accept any work done or delivery of any goods ordered or to make any payment on due date the seller shall be entitled inter alia-
  - 12.1. at its option to declare the full balance due and payable by the purchaser and to institute proceedings for recovery without notice.
  - 12.2. to enter the Purchaser's premises in order to recover possession of the goods without being obliged to obtain a Court Order for such repossession.
  - 12.3. to cancel any contracts and recover damages as may have been suffered by reason of any breach.
  - 12.4. to retain any pre-payment or payment made on account as a penalty or liquidated damages.
13. Should the Seller institute any action against the Purchaser, the Purchaser shall be liable to pay all the seller's costs on the scale as between attorney and own client inclusive of collection commission and fees paid to tracing agents and correspondents.
14. The Purchaser hereby consents to the jurisdiction of the Magistrate's Court in respect of all actions, which may be instituted against it by the Seller, notwithstanding that the amount or issue in dispute exceeds their jurisdiction. The Seller shall nevertheless in its discretion be entitled to proceed in any Supreme Court of competent jurisdiction.
15. The Purchaser hereby agrees that the addresses given on customer application form shall be the *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications, of whatever nature.
16. Should the Purchaser require extended credit facilities, the Purchaser has to apply for the Seller's consent to any variation of the above conditions before incurring the debt, and in such event the Purchaser agrees to abide by any conditions or stipulations imposed by the Seller as a condition precedent to the granting of such extended facilities.

I / We the undersigned, acting on behalf of the Purchaser and being duly authorized hereto, do hereby warrant that the information supplied is true and correct and do hereby accept and agree to the above terms and conditions which I / We acknowledge having read and understood.

**SURETYSHIP/S**

In addition, and by my / our signature hereto, I / we bind ourselves as surety/ies and co-principles debtor/s, jointly and severally, for and on behalf of the Purchaser unto favor of Aqua Divers International (Pty) Ltd for the due and punctual payment of all moneys owing and due and proper performance of all obligations which are now or which may at any time hereafter be or become owing by the Purchaser to Aqua Divers International (Pty) Ltd.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Name	Capacity	Signature	Witness
Name	Capacity	Signature	Witness