

Reseller Application Guidelines

Dear Reseller

Thank you for allowing Comztek the opportunity to be your Communications Partner.

Attached you will find our Reseller Application. Please ensure that all sections are completed and signed including banking details, trade references, terms and conditions and surety ship. Complete all forms electronically where possible and print out for signatures.

Both C.O.D and Credit applicants are required to submit copies of the following documentation:

- CM or CK papers listing registration and directors/members
- IDs of all directors, members, partners or company owners
- A cancelled company Cheque

Each page submitted is to be initialed, except for the terms and conditions page which requires full signatures.

Please note the following procedures:

- Approval of a credit facility takes between 24 and 72 hours
- All COD customers will pay for purchases via direct deposits or electronic fund transfers. Should you require a cheque facility, please indicate this on the application
- Direct deposits, EFT's and cheque payments will require clearance prior to the release of goods

We look forward to receiving your application. Upon approval, your account details will be emailed to you.

Should you need any further assistance or information, please contact our Accounts Coordinator.

NB:

Please ensure that the signed original contract is either delivered or posted to our head office within seven (7) working days, for the attention of the 'Comztek Accounts Coordinator'.

Yours sincerely,

Gilbert Khosa
Accounts Coordinator
Tel: +27 11 848 9107
Fax 1: +27 11 848 9157
E-mail: gilbertk@comztek.com

Credit / COD Application and Surety

PLEASE USE BLOCK CAPITALS

Name of Applicant _____

Trading Name _____ Date Established _____

Registered Name _____

VAT Registration number _____ Co Registration number _____

Previous Trading/Registered Name _____

Registered Name of Holding Company _____

Names of Subsidiary and Associated Companies _____

Physical Address _____

_____ Code _____

Postal Address _____

_____ Code _____

Telephone _____ Fax _____

Type of Company Public Company Private Company Close Corporation Partnership Sole Proprietor

Financial Manager	Accounts Contact	Buyer

Please indicate the E-mail address you would like your statement to be sent to : _____

Banker's Details: Institution _____ Branch _____

Date Opened _____ Account Number _____ Account Name _____

Name of Auditors _____ Telephone _____

Address _____

Directors / Members / Partners

Name and Surname	ID Number	Residential Address
a		
b		
c		

Credit Limit Required R _____ *COD Customers will settle transactions via Electronic Fund Transfers (EFT) Cheque Payments*
Should you prefer to pay via Cheque, please tick the box

IT Trade References

1 Name _____ Telephone _____ Credit Limit _____

2 Name _____ Telephone _____ Credit Limit _____

3 Name _____ Telephone _____ Credit Limit _____

I / We agree that:

- The information contained in this document is true and correct and if credit is granted, it will be on the basis of information herein furnished.
- I/We am/are duly authorized to apply for credit facilities on behalf of the applicant
- I/We understand and acknowledge having read the terms and conditions printed on both pages of this application and acknowledge that it shall apply to all transactions between the applicant and Comztek (Pty) Ltd

To be signed by the Sole Proprietor, all Members of the CC, all Directors or all Partners

Name and Surname	Designation	Signature	Date



Your Communications Partner

Reseller Information

Fax to: Comztek Accounts Coordinator Fax Number: +27 11 848 9008

Company Name _____

Postal Address _____ Code _____

Physical Address _____

Telephone Number _____ Fax Number _____ Web Address _____

Location of Branches Gauteng Durban Cape Town

Number of Branches _____ Potential Rand Spend with Comztek _____ Per Month

Number of Employees	Total	<input type="checkbox"/> 1-5	<input type="checkbox"/> 6-10	<input type="checkbox"/> 11-25	<input type="checkbox"/> 26-50	<input type="checkbox"/> 50+
	Sales	<input type="checkbox"/> 1-5	<input type="checkbox"/> 6-10	<input type="checkbox"/> 11-25	<input type="checkbox"/> 26-50	<input type="checkbox"/> 50+
	Technical	<input type="checkbox"/> 1-5	<input type="checkbox"/> 6-10	<input type="checkbox"/> 11-25	<input type="checkbox"/> 26-50	<input type="checkbox"/> 50+

Description of Main Business _____

Company's BEE Status Shareholders % Employees %

Do you have an existing account with Comztek Yes No If yes, supply A/c # _____

Do you have a Retail Shop Front open to the Public? Yes No

Which of these products do you sell?

Software

- Adobe
- Attachmate
- Citrix
- Microsoft
- Novell
- Virtual Iron

Networking

- 3Com
- Cisco
- Dialogic
- D-Link
- Envoy
- LeGrand
- Linksys
- MGE OPS Systems
- Netshield
- Nortel
- Packeteer

Security & Storage

- Fujitsu Siemens Computers
- Marshal
- McAfee
- Symantec

Consumer Electronics

- Creative
- Fujitsu Siemens Computers
- Imation
- Microsoft
- Symantec

Contact Information

Please tick the relevant type of information required per contact

Title	First Name	Surname	Position	Mobile No	Email Address	Type of Info*								
						0	1	2	3	4	5			

*Type of Information Required (0) None (1) Price Lists (2) Newsletter (3) Specials (4) Seminar Invites (5) All

Are you interested in our Technical Support Services? Yes No

I would like regular contact from a Comztek Representative via!

Telephonic E-mail In Person No Contact

Terms and Conditions of Sale

1 RESELLER / VALUE ADDED RESELLER (VAR) POLICY

Comztek is a distributor of quality communications systems products that require value add service and support, to approved and accredited Resellers and Value Added Resellers who are able to meet specific selection criteria, including technical facilities at a primary level for our products.

2. PRICES

Prices are subject to adjustment for variations in the ruling exchange rate and/or custom's duties and surcharges. Prices are further subject to change without notice where additional costs are incurred beyond the reasonable control of Comztek. It is the Reseller/Value Added Reseller's (VAR) responsibility to confirm prices before issuing quotations. Comztek will not be held responsible for any loss incurred as a result of incorrect pricing quoted.

3. DISCOUNT

Discount is subject to confirmation with Comztek. Extraordinary discounts must be confirmed in writing.

4. WARRANTY

All products are warranted under the manufacturer's warranty against defective materials, workmanship and/or failure (except where otherwise noted in the current Price list) from the date of original invoice/delivery. Subject to these warranties, products will be replaced or repaired without charge subject to the conditions listed below:

- the product(s) are returned properly packaged including all cabling and power cord etc., carriage prepaid to Comztek at the shipper's risk within the warranty period;
- the Reseller has not modified the product(s) in any way;
- the product(s) have not been used for any purpose other than that for which they were designed;
- the damage is not caused through force majeure, lightning and/or power surges or negligence on the part of the Reseller to fully understand and comply with the correct installation procedures;
- the product has not been acquired by the Reseller through a source other than Comztek;
- a copy of the original invoice with a full description of the defect is supplied with the faulty product;
- It is specifically understood that Comztek shall under no circumstances be responsible for any consequential loss or damage resulting from the product being defective.

5. REPAIRS

The manufacturer will repair goods out of warranty. Comztek will facilitate the repair process. Please contact Comztek at +27 11 848 9000 for information regarding the procedures and charges.

6. RETURNS POLICY

Product(s) returned to the company will receive full credit subject to the following conditions: -

- Return Material Authorization (RMA) number has been granted by Comztek Operations department;
- the product(s) are returned in the original packing, complete and without damage in anyway. Comztek reserves the right not to accept product(s) deemed to be unsuitable for return;
- should Comztek agree to accept product(s) deemed to be unsuitable or late, a handling fee will be calculated and charged based on the condition of the products returned;
- the product(s) - excluding software licensing - are returned within 7 days from date of purchase;
- on return approval, accounts will be credited and COD payment refundable. Please note that COD refunds require 48 hours notice for the cheque to be issued.

7. LOAN POLICY

Loan product(s) will be supplied entirely at the discretion and approval of the Comztek management. The maximum period is 7 days. On receipt of an evaluation order and subsequent approval, the product(s) will be invoiced and delivered to the Reseller. The Reseller is responsible for returning all loan equipment on due date and with original packaging and in good condition. If goods on loan are not returned by the due date, the invoice will automatically take effect and payment will become due. Loans will not be allowed to Resellers without approved credit facilities or where accounts are over terms.

8. DELIVERY AND STOCKING POLICY

Every effort is made to maintain delivery dates offered. However, no liability whatsoever can be accepted for any consequential loss or damage occasioned by variation in practice from these delivery dates for whatever cause. Although it is endeavoured to ensure exstock delivery of commodity products, delivery will be subject to availability of stock on date of order.

a. Deliveries

Deliveries within South Africa of an invoiced value of R2500 excluding VAT are provided free of charge. All other deliveries, including to neighboring countries, will be charged for on a FOB Johannesburg basis

b. Collections

Resellers wishing to collect goods from Comztek should allow a 2 (two) hour processing period before arriving to collect the goods. Goods invoiced to Resellers for collection will be held for a maximum of 5 (five) working days. Thereafter the stock will automatically be returned for credit and resold.

9. CANCELLATION

- Cancellation of an accepted order shall be made in writing.
- In the event of a specific product(s) being ordered on behalf of the Reseller, no cancellation will be accepted if the product(s) has already been shipped from the manufacturer.

10. CREDIT TERMS AND SURETYSHIP

- A credit facility may be applied for by completion of an original credit application form and submitted to the Comztek Operations Co-Ordinator. **Should the customer be registered as a private company, close corporation, partnership or sole proprietor: surety ship signed by all directors, partners or members will be required.** Comztek will not accept any other terms of payment possibly stipulated by the Customer before or after a transaction. Should a credit facility not be granted goods purchased shall be strictly COD with payments to be settled via electronic fund transfer or cash (cheques are acceptable only by prior authorization from management) post - dated cheques are not acceptable.
- Our credit policy is as follows:
 - Customers with a credit limit of less than R50 000.00 payment 20 days from statement date.
 - Customers with a credit limit of R50 000.00 or more payment 30 days from statement date.
 - Payment within 7 days of invoice date received a settlement discount of 1%. Credit limits granted may not be exceeded without prior written consent. Comztek reserves the right to change the credit limit at any time without notice and any amount over the credit limit will be supplied on a strictly COD basis.
- The Reseller hereby acknowledges that should any amount not be paid on due date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any notice. The Reseller shall further pay interest on all overdue balances at a compound rate of 1% (one percent) per annum above the prime overdraft rate charged by Comztek's bankers. In addition Comztek shall be entitled to report the customers default to the Computer Industry Protection Association (CIPA) for circulation amongst its members without notice to the Reseller.
 - Any disputes by the reseller regarding outstanding account balances need to be raised in writing within 30 days from date of statement.

d. In the event of Comztek instructing its attorneys or collection agency to collect any overdue amount, all legal fees, collection charges and tracing agents fees, as between attorney/collection agency and own client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.

e. The Reseller hereby consents to the jurisdiction of the Magistrate's Court Act No. 32 of 1944, as amended, in respect of all amounts or causes of action arising out of the sale and supply of goods even though the amount involved would normally exceed the jurisdiction of such a court.

f. **The Signatory/ies hereto having renounced the benefits of excussion and division hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s in sodium with the Customer for all its obligations to Comztek, including legal costs on attorney and own client scale as proved in terms of clause 10.d. above**

g. The Credit Applicant hereby acknowledges and agrees that Comztek may:

- Perform a credit search on the applicant's record with one or more of the registered Credit Bureaux when assessing the applicant's application for credit.
- Monitor the credit applicant's payment behaviour by researching his/her record at one or more of the Credit Bureaux.
- Use new information and data from Credit Bureaux in respect of the applicant's future credit applications.
- Record the existence of the applicant's account with any Credit Bureaux.
- Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting his/her obligations on the account.

11. CESSION

a. The Reseller hereby irrevocably cedes, assigns and transfers, makes over unto and in favour of Comztek, all the reseller's right title and interest in and to its claim against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the customer may now or at any time in the future owe to Comztek.

b. The customer irrevocably and in rem suam authorizes Comztek in its absolute discretion to claim from all or any of the customer's debtors the whole or any portion of the indebtedness of any one or more of them, to give a valid receipt or discharge for such indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution there under against all or any of the said debtors, to cede, transfer; negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the reseller

c. The security created by the cession shall be a continuing one, notwithstanding and fluctuations in the amount of indebtedness of the customer to Comztek.

d. The reseller hereby undertakes on demand, to furnish Comztek with such information concerning its debtors as may be reasonably required, to enable Comztek to give effect to the provisions of this clause.

e. Should it transpire that the Reseller entered into prior deeds of cession, then this cession shall operate as a cession of all the Reseller's reversionary rights

12. TITLE AND RISK OF LOSS

a. Risk of loss or damage to the products supplied in terms of this agreement shall pass from Comztek to the Reseller upon delivery of the products to the Reseller in the case of Comztek affecting the delivery. In the case of the Reseller collecting the products at Comztek either directly or through a nominated third party, risk shall pass from Comztek to the Reseller at the time of collection.

b. Ownership of the products supplied in terms of this agreement shall only pass from Comztek to the Reseller upon final payment by the Reseller for such products.

c. Between the time that risk of loss or damage passes and ownership passes, the Reseller shall keep the products free of any lien, hypothec or other security interest.

13. TECHNICAL SUPPORT

Technical support on the products is available from Comztek. This is a billable service and requires an order number to be issued by the Reseller to the Technical Services Group.

14. GENERAL

a. No relaxation or indulgence granted by Comztek shall be deemed to be a waiver of any of the rights of Comztek and such relaxation or indulgence shall not be deemed a novation of any of these terms and conditions.

b. It is agreed by the sureties and the Reseller that the address of the reseller's principal place of business shall be their domicilium citandi et executandi for all purposes with all respects to all court process, notices or their documents or communication, of whatever nature

c. Without derogating from the provisions of paragraph 6 unless the Customer advises in writing within (7) seven days of delivery of the goods of any defects in the goods, the goods shall be deemed to have been delivered to the Customer in perfect condition and the Customer shall not be entitled to return the goods and claim a reduction of the purchase price on the grounds that the goods were defective.

d. Comztek shall not be responsible for any loss or damage howsoever caused to the property or person of the Reseller or any third party as a result of any defect in the merchandise whether patent or latent, and the Customer indemnifies Comztek against any claims made against it by any third party arising out of any such defects.

e. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation or consensual cancellation shall be of any force and effect unless reduced to writing and signed by both Comztek and the customer and shall not be capable of rectification by a Court of Law.

15. **The Signatory/ies hereto having renounced the benefits of excussion and division hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s in sodium with the Customer for all its obligations to Comztek, including legal costs on attorney and own client scale as proved in terms of clause 10.d. above**

ACCEPTANCE OF TERMS, CONDITIONS AND SURETY

To be signed by all Directors, Members or Partners as the case may be.

Name and Surname _____

Signature _____ Date _____

Name and Surname _____

Signature _____ Date _____

Name and Surname _____

Signature _____ Date _____