



COD Account Application

4a Jig Rd, Montague Gardens, Cape Town, 7442 | 021 510 2679 | accounts@nyundotrading.co.za

Company Details

Name

Trading Name

Com Reg

VAT

Company

Sole Trader

Partnership

Address

Street

Suburb

Prov

Postcode

Billing Address

PO Box

Suburb

Prov

Postcode

Owner/Director/Principals

Full Name and Home Address of Owner/Directors

Street

Suburb

Prov

Postcode

Owner/Director/Principals

Full Name and Home Address of Owner/Directors

Street

Suburb

Prov

Postcode

Accounts Details

Contact Name

Phone

Fax

Email

Web Access (You will be required to register on the web site)

Contact Name

Phone

Email

Products you are interested in buying

Tools

Hardware

PPE

Solvents

Shelving

Cleaning

Repairs

Consumables

I certify that I am authorised to sign this document as an officer of the Company. Information provided in this application is true and correct. The purpose of this application is for purchasing products from Nyundo Trading Pty Ltd for re-sale and not for internal use or consumption. You must inform us if there are changes to your business which differ from the information provided. We may give personal information about your business to obtain credit references or seek information from companies who provide commercial credit references. I certify that I have read and understood the Terms and Conditions of sale as stated below. The signatory to this application guarantees the obligations as set out in the Terms and Conditions of Sale.

Signed:

Date:

Full Name

Position

Terms & Conditions

General

Any order accepted by Nyundo Trading Pty Ltd (CR 2015/416464/07) (hereinafter referred to as “the Company”) for the supply of Goods shall be deemed to incorporate these Terms and Conditions of Sale. No variation or modification of, or substitution for these Terms and Conditions of Sale (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless previously and specifically accepted by the Company in writing. Acceptance of these Terms and Conditions of Sale does not necessarily imply access to all the Company's products. The Company may make changes to these Terms and Conditions of Sale (including any credit terms) from time to time by notice to the Customer. The Customer is treated as having accepted the changed terms if it sends an order to the Company after receiving its notice of those changes.

Prices

Unless otherwise agreed in writing by the Company, we reserve the right to vary the price stated for the Goods in order to take into account of any increase costs or exchange rate fluctuations at the time of acceptance of the Customers Purchase Order. The Company will notify the Customer of any such changes. All prices listed are Vat exclusive unless otherwise stated and subject to change without notice. The Company reserves the right to accept or reject any Purchase Order, whether written or verbal, at its discretion.

Payment

COD account Terms of payment are prior to delivery. Payment may be made by Cheque, Credit Card (MasteCard, Visa), or Direct Deposit. Credit terms may be offered to an approved Customer. The Customer warrants that as far as it is aware neither it nor any of its shareholders, controllers or owners are insolvent. The Customer acknowledges that the Company may, in its absolute discretion, approve or refuse to extend any credit to the Customer. If credit is extended to the Customer, the Company may reduce or withdraw any credit extended to the Customer and require it to immediately pay all moneys owed to the Company. Payment of accounts by credit card will attract a surcharge of 2% on all cards.

The acceptance by the Company of any cheque or negotiable instrument shall not constitute payment unless and until the same has been honoured.

- (i) breaches any of these Terms and Conditions of Sale; or
- (ii) in the Company's reasonable opinion, may or is suffering from insolvency.

Without prejudice to any other rights of action the Company may have, unless payment is made to the Company on the due date for payment, the Customer's account will be automatically suspended until it is brought within the Terms and Conditions of Sale (unless otherwise arranged and confirmed in writing by the Company such as a bona fide dispute).

Initial

Terms & Conditions

Assignment

An order and any payments to be made in relation to it shall not be assigned or transferred without the prior written approval of the Company, which shall not be unreasonably withheld or delayed.

Delivery

Delivery will be made to the location specified on the order form and the Customer shall be liable for all freight costs. No claim for damage in transit or shortage in delivery will be considered in cases where the Company has agreed to deliver the Goods to the Customer unless a separate notice in writing is given to the carrier concerned and the Company immediately the Goods are received followed by detailed and complete claim in writing within 2 trading days of delivery. In the event of loss or destruction of the Goods in transit, advice of non-delivery must be submitted in writing to the carrier and to the Company within 7 days of the date of consignment as advised by the Company to the Customer. The Company will not accept any responsibility for damage to or non-delivery of goods when the carrier or carrier account is specified by the customer.

Any period or dates quoted for delivery are to be regarded as approximate only and the Company accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of Goods. Delay due to circumstances not reasonably within the control of the Company shall not entitle the Customer to cancel any order or to refuse to accept delivery.

Notwithstanding that the title to the Goods may not have passed, the risk in the Goods shall pass to the Customer upon delivery.

Force Majeure

Should the Company be delayed in or prevented from making delivery owing to any cause whatsoever beyond the Company's control, including but not limited to Acts of God, war, strike, riots, government intervention, industrial stoppage or natural disaster or otherwise, the Company shall be at liberty to cancel or suspend any affected order without incurring any liability for any loss or damage resulting there from.

Insurance

Insurance will not be effected by the Company on Goods forwarded from the Company's premises unless the Company receives written instructions from the Customer to insure.

Cancellation of Order

Once an order has been accepted and invoiced by the Company it may not be cancelled for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer will cover all costs in returning the Goods to the Company and ensure that the Goods are insured in transit and returned to the Company's premises in original unmarked packaging including all original documentation and accessories. Such an order cancelled by the Customer will incur a re-stocking fee of a minimum of R200.00, or 15% of the invoiced value of the Goods, whichever is the greater.

Upon a Customer placing a special order or an indent order of Goods that are of a special nature or quantity, the Customer will be deemed to have invited the Company to allocate or order Goods or additional production time for its fulfilment and to have agreed that the Customer's order will be irrevocable pending acceptance or rejection by the Company within a reasonable time.

Returns

Before returning any Goods, an RA (Return Authorisation) must be requested and issued. Goods will not be accepted, credited or replaced without the RA stated on the returned Goods. Consumable items are not eligible for credit or return unless otherwise agreed by the Company in writing. Unauthorised returns will not be shipped back to sender except at its expense (a handling fee may also apply).

The Customer may return authorised Goods or parts ("items") using the shipping method of its choice and is responsible for the return shipping charges. The Company recommends that the Customer insures the return shipment as the Company cannot be responsible for damaged or lost shipments. Used or otherwise altered items not in new condition are not eligible for credit. All returns must be received within 14 days of the original order or a credit cannot be issued. Upon receipt of your returned items the Company will inspect them, return them to inventory if in new unused condition and issue the Customer with the credit according to the conditions of the applicable Cancellation of Order. A re-stocking fee will be applied to any goods not returned in the original undamaged packaging. DOA returns must be notified within 7 days of receipt of the goods.

Terms & Conditions

Ownership

The risk in any Goods supplied by the Company to a Customer shall pass to the Customer when such Goods are delivered to the Customer or into custody on the Customer's behalf. Until the Customer has discharged all outstanding indebtedness to the Company in respect of all Goods, the Company retains ownership in all Goods delivered to the Customer or into custody on the Customer's behalf (Retained Goods).

Evaluation Product

The Company will make Evaluation Product available to the Customer from time to time, to allow the Customer to evaluate product features and benefits prior to purchasing. All Evaluation Product shipped to the Customer will be brand new in unopened factory condition and either wrapped or shipped in an outer carton. Such Evaluation Product is not to be left on the premises of any of the Customer's end users or further installed on trial,

Warranty

All Goods carry a minimum twelve month, return to base, parts and labour warranty unless otherwise stated by the manufacturer. Damage caused by misuse or abuse, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under warranty. Consumables or incorrect operation of any Goods according to the manufacturers' recommendations are not covered under warranty. Proof of purchase is to be supplied with all warranty claims.

Unless otherwise stated in writing, where an extended warranty is taken on any Goods, the scope of that warranty will be as per the standard warranty for the extended period taken. An extended warranty may only be taken on new Goods and cannot be taken retrospectively. Any payment for extended warranty must be made at the time of the original product purchase.

Some parts such as cables, batteries, print heads, software or other parts specified the manufacturer may have limited cover or are excluded from the manufacturers warranty.

Severability

If any term (including any clause, paragraph or phrase) in these Terms and Conditions of Sale is illegal or unenforceable, it is to be severed. The rest of the terms will not be affected.

Governing Law

Any contract to which these Terms and Conditions of Sale apply shall be governed by and construed in accordance with the Initial laws in force in South Africa and the Customer further submits to the exclusive jurisdiction of the courts operating in South Africa.

Initial

Office Use Only

Account Number	Order Limit	Date Approved	Approved By