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THIS APPLICATION FOR VENDOR C.O.D FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE AND SURETYSHIP ACCEPTANCE.

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SECTION A – Questionnaire

COMPANY DETAILS

We would greatly appreciate it if you would kindly complete this form in compliance with the current SARS Legislation, VAT Act 1991, Section 20(4) and 20(5).

Registered Name of Business: _____

Trading Name of Business: _____

Registration Number (if registered): _____

Company VAT number: _____

Trading Address: _____

Code: _____

Postal Address: _____

Code: _____

Telephone Numbers: ____ Cellular Number: _____

e-Mail Address: _____

Nature of Business: _____

How Long in Business? _____ Date Incorporated: (DD/MM/YYYY)

DETAILS OF SOLE OWNERS/PARTNERS/DIRECTORS/CC MEMBERS

Name: _____

ID Number: _____ Home Tel No _____ Cell No. _____

Name: _____

ID Number: _____ Home Tel No _____ Cell No. _____

Are you a member of ShopSA? Yes ☐ No ☐

Please initial here

BANKING DETAILS

Banker: _____

Branch: _____

Account No: _____

REFERENCES

Name of Auditors: _____

Tel No: _____

TRADE REFERENCES

Company Name	Telephone Number	Terms

I hereby confirm that the above-mentioned information is true and correct. All goods supplied in accordance with The Company's Standard Terms and Conditions.

Signed at _____ on _____

Full Names: _____ ID No.: _____

Signature: _____ Witness: _____

SECTION B – Terms and Conditions of Sale

THE SUPPLIER'S quotation or tender for sale of Goods and any contract resulting therefrom shall be subject to the following terms and conditions which shall apply to the exclusion of all others terms and conditions, whether express or implied, unless THE SUPPLIER specifically agrees in writing to accept any variation. THE CUSTOMER, by accepting delivery of any Goods, acknowledges that no terms and conditions which THE CUSTOMER purports to attach to its acceptance, nor any terms and conditions which might have been attached to THE CUSTOMER'S order, shall be binding on THE SUPPLIER.

Definitions:

"CUSTOMER" means any person, including a consumer as defined in the Consumer Protection Act 68 of 2008, with whom THE SUPPLIER concludes an agreement for the sale of any Goods, or any person who has applied to THE SUPPLIER for credit facilities, as the case may be.

"GOODS" means any tangible object supplied by THE SUPPLIER to THE CUSTOMER.

"PRICE" means the price agreed between THE SUPPLIER and THE CUSTOMER for the Goods, together with value added tax thereon.

"SUPPLIER" means Fellowes-Beswick (Pty) Ltd (Registration no 2004/028904/07).

1. Commencement and duration of this agreement

By placing an order with THE SUPPLIER or making an application to open an account, THE CUSTOMER agrees to enter into an agreement with THE SUPPLIER for the supply of Goods. If so, this agreement will begin and be binding on THE CUSTOMER when THE SUPPLIER accepts the order or the application (as the case may be), and supplies the Goods to THE CUSTOMER. This agreement shall, subject to the provisions of clause 12, continue for an indefinite period.

2. Payment terms

2.1 In return for the supply of the Goods THE CUSTOMER agrees to pay THE SUPPLIER the price as set out in more detail in the invoice and/or statement, as the case may be. Prices are subject to change without prior notice.

2.2 In the event THE SUPPLIER has granted THE CUSTOMER credit facilities in writing, the price shall be paid by THE CUSTOMER, without deduction or set-off of any claims of THE CUSTOMER against THE SUPPLIER, within thirty days from the date of THE SUPPLIER'S statement of account.

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- 2.3 In the event of non-credit sales or cash sales the price shall be paid by THE CUSTOMER by way of electronic bank transfer or cash deposit into the bank account of THE SUPPLIER, prior to dispatch or collection of the Goods. THE CUSTOMER must provide THE SUPPLIER with proof of payment within forty eight hours before deliveries or collections of the Goods will be allowed. Where payment is made by means of electronic funds transfer, a cheque or other negotiable instrument, the delivery of the Goods shall only be made or collection of the Goods will only be allowed once the funds have been cleared by THE SUPPLIER'S bank.
- 2.4 THE SUPPLIER reserves the right to withdraw or amend any credit facilities at any time which may have been granted to THE CUSTOMER and to require THE CUSTOMER to furnish such guarantees and/or suretyships as are acceptable to THE SUPPLIER for THE CUSTOMER'S current or future obligations.
- 2.5 THE SUPPLIER may charge THE CUSTOMER interest on any overdue amount at the prime overdraft rate plus 2% of THE SUPPLIER'S bank, calculated from the due date. A certificate signed by any manager of the aforesaid bank (whose authority and appointment it shall not be necessary to prove) as to the prime overdraft rate prevailing from time to time shall constitute prima facie proof (sufficient evidence) of that rate.
- 2.6 Should THE CUSTOMER fail to clearly indicate to THE SUPPLIER which items appearing on THE CUSTOMER'S statement it is paying, THE SUPPLIER reserves the right to apply such payment by THE CUSTOMER to those items in respect of which payment has been overdue for the longest time.
- 2.7 Payment must be made for the total amount that the CUSTOMER owes THE SUPPLIER as set out on the invoice(s) issued to THE CUSTOMER.
- 2.8 Should any amount not be received by THE SUPPLIER on or before the due date, all other amounts payable and due by THE CUSTOMER to THE SUPPLIER, shall immediately (and without notice to THE CUSTOMER) become both due and payable.
- 2.9 THE CUSTOMER shall not be entitled to withhold payment for any reason whatsoever notwithstanding that any dispute may be pending between the parties nor shall THE CUSTOMER be entitled to make any deduction from the price or to set off any alleged claim against the amounts due by THE CUSTOMER to THE SUPPLIER.
- 2.10 THE CUSTOMER shall be liable to pay THE SUPPLIER the full amount of the order in advance if THE SUPPLIER has not completed its credit risk assessment of THE CUSTOMER and THE CUSTOMER requires urgent or immediate delivery of the Goods.
- 2.11 In addition to the rights of THE SUPPLIER above, if THE CUSTOMER:
- 2.11.1 does not pay THE SUPPLIER on time;
- 2.11.2 commits a material breach of this agreement;
- 2.11.3 does not pay the required full amount in advance;

then THE SUPPLIER may suspend any supply of Goods until THE CUSTOMER has paid or remedied the breach to the satisfaction of THE SUPPLIER.

3. Domicilium

THE CUSTOMER and the signatory hereto chooses Domicilium Citandi et Executandi for all purposes arising out of this application at the Physical Address stipulated in Section A, clause 3.2 of this application.

4. Proof of Claims

A certificate signed by a manager or any director of THE SUPPLIER (whose authority and appointment shall not be necessary to prove) reflecting the amount owing by THE CUSTOMER to THE SUPPLIER, in respect of the credit facilities granted to THE CUSTOMER relating to THE CUSTOMER'S dealings with THE SUPPLIER, and of the fact that such amount is due, owing and unpaid shall be prima facie proof (sufficient evidence) of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE CUSTOMER to prove that such amount is not owing and/or due and unpaid.

5. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE CUSTOMER to THE SUPPLIER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (32 of 1944 as amended), to the jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by THE SUPPLIER against THE CUSTOMER arising out of any transaction between the parties, it being recorded that THE SUPPLIER shall be entitled, but not obliged, to bring any action or proceeding in the said court.

6. Financial Intelligence Centre Act

THE CUSTOMER acknowledges that in terms of Section 29(1) of the Financial Intelligence Centre Act 38 of 2001 ("FICA") businesses are required to report any suspicious or unusual transaction or series of transactions to the Financial Intelligence Centre and in particular where THE SUPPLIER has received, or is about to receive, the proceeds of suspected unlawful activities in payment of THE CUSTOMER'S indebtedness to THE SUPPLIER. **THE CUSTOMER indemnifies or holds THE SUPPLIER harmless against any claim of whatsoever nature instituted against THE SUPPLIER for any damage or harm suffered by THE CUSTOMER or a third party arising from any action taken by THE SUPPLIER in discharging its obligations in terms of FICA.**

7. Change of address

THE CUSTOMER undertakes to notify THE SUPPLIER forthwith in writing of any change of address.

8. Objections to statement

If THE CUSTOMER should fail to object to any item appearing on THE SUPPLIER'S statement of account within fourteen days of date of the dispatch of the statements, the accounts shall be deemed to be in order.

9. Change of ownership

THE CUSTOMER undertakes to notify THE SUPPLIER, 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 SUPPLIER.

10. Reservation of ownership in Goods

Until such time as THE CUSTOMER has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in THE SUPPLIER. THE SUPPLIER shall, in its sole discretion, without notice to THE CUSTOMER, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE CUSTOMER shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by THE SUPPLIER. THE CUSTOMER hereby waives any right it may have for a spoliation order against THE SUPPLIER in the event that THE SUPPLIER takes possession of any goods.

11. Valid orders

In the event of any order being given to THE SUPPLIER 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, 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. It is further the sole responsibility of THE CUSTOMER to determine that goods ordered are suitable for the purposes of their intended use.

12. Breach and cancellation of the agreement

- 12.1 If THE CUSTOMER does not pay any and/or all amounts due to THE SUPPLIER on or before the due date for payment, then, subject to the provisions of clause 12.2, THE SUPPLIER reserves the right to, on notice to THE CUSTOMER:
- 12.1.1 charge interest on the overdue amount at the interest rate referred to in clause 2.5 calculated from the due date of payment to the date that the actual payment is credited;
- 12.1.2 take action in terms of clause 12.2 of this agreement;
- 12.1.3 inform any reputable credit bureau(x) of payment default; and
- 12.1.4 suspend the supply of Goods.
- 12.2 If THE CUSTOMER commits a breach or if there is a failure by THE CUSTOMER to comply with any of the terms and conditions of this agreement and THE CUSTOMER remains in breach for a period of seven working days in the case of a customer who is not a consumer and 20 working days in the case of a customer who is a consumer, after delivery of a notice to THE CUSTOMER by THE SUPPLIER requesting THE CUSTOMER to remedy the breach:
- 12.2.1 THE SUPPLIER will be entitled to immediately cancel this agreement;
- 12.2.2 THE SUPPLIER will be entitled to immediately charge THE CUSTOMER for the use of the Goods up to the date of cancellation; and
- 12.2.3 the full outstanding amount shall immediately become due and payable.

13. Non-waiver of rights

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

14. Consent to sharing information

- 14.1 As and when necessary, THE CUSTOMER consents to THE SUPPLIER obtaining and/or disclosing THE CUSTOMER'S information supplied to THE SUPPLIER as follows:
- 14.1.1 to either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to THE CUSTOMER'S creditworthiness (before acceptance of this agreement) and for fraud prevention purposes in order to process any payment transactions necessary for and relative to this agreement;
- 14.1.2 to attorneys and/or debt collection agencies in the event that THE CUSTOMER is in breach of this agreement;
- 14.1.3 to THE SUPPLIER'S agents or trade partners and/or consultants and/or service providers but only to the extent necessary and in order to allow the supply of the Goods.
- 14.2 THE SUPPLIER will not disclose THE CUSTOMER'S information to any other person or institution other than as stated under clause 14.1 or if THE SUPPLIER is compelled to do so in terms of law and/or a court of law. THE SUPPLIER hereby undertakes that it will only disclose such information as is required in terms of any law and/or a court of law.

15. Delivery of Goods

- 15.1 THE CUSTOMER agrees that the signature of any agent, contractor, sub-contractor or employee of THE CUSTOMER on THE SUPPLIER'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.
- 15.2 Any delivery date stated on the order confirmation is approximate only. THE SUPPLIER shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 15.3 Whilst THE SUPPLIER will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE CUSTOMER shall not be entitled to refuse acceptance of such late deliveries. THE SUPPLIER shall in any event not be liable to THE CUSTOMER, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.
- 15.4 Subject to the provisions of clause 15.3, THE CUSTOMER shall not be entitled to cancel or repudiate any order/s and/or purchase/s and/or refuse delivery and/or claim damages and/or set-off payment from THE SUPPLIER due to late and/or defective delivery. THE SUPPLIER'S responsibility shall be to notify THE CUSTOMER expeditiously of the events giving rise to the delay in delivery or non-delivery in circumstances where such delay of delivery or non-delivery is expected to extend beyond one day after the time/date of the agreed delivery schedule.
- 15.5 The provisions of clause 15.4 shall not apply to a Consumer.
- 15.6 The risk in and to the goods shall pass from THE SUPPLIER to THE CUSTOMER on the date of delivery notwithstanding that ownership will not pass to THE CUSTOMER until full payment of the purchase price.
- 15.7 In the event of THE SUPPLIER acceding to any request by THE CUSTOMER to postpone delivery of the goods, or in the event of THE CUSTOMER failing to give THE SUPPLIER sufficient information to enable it to process any order, THE CUSTOMER will pay any costs and expenses thereby incurred by THE SUPPLIER.
- 15.8 THE CUSTOMER shall ensure that full and free access is available for the delivery vehicles of THE SUPPLIER or its transport service providers. THE SUPPLIER shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.
- 15.9 Subject to any provision to the contrary herein contained, THE CUSTOMER shall be entitled to cancel the order or return the Goods but THE SUPPLIER shall be entitled to charge a cancellation fee or a reasonable fee for the return of the Goods.

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- 15.10 Any Goods being returned for credit must be in their original condition, unused and undamaged in any way and in their original packaging. All accessories originally furnished with the Goods in question must be included in the return. The costs of any missing accessories will be deducted from any credit. Any Goods may only be returned within 14 days of delivery provided that a "Goods Return Request Form" has been completed, and that THE SUPPLIER has agreed in writing to such return on the terms stipulated in such consent.
- 15.11 Claims for shortages, damages or faulty supplies, must be notified to THE SUPPLIER within 48 hours of the delivery of the Goods and confirmed in writing as soon as possible thereafter by THE CUSTOMER.
- 15.12 Any repair time or cost estimates given by THE SUPPLIER to THE CUSTOMER shall be estimates only and are not considered binding upon THE SUPPLIER. Any item handed in for repair to THE SUPPLIER may be sold to defray costs if such repair items are not collected within 30 days of such repair being carried out. Repairs are guaranteed for a period of three months against faulty workmanship.
- 15.13 All goods taken by THE CUSTOMER on evaluation, approval demonstration or consignment shall be deemed sold if not returned within 7 days from delivery, in perfect condition, in the original packaging and with all accessories and manuals intact.
- 16. Ownership and risk**
- 16.1 Notwithstanding the delivery of any Goods to THE CUSTOMER, ownership of the Goods shall not pass until THE SUPPLIER has received payment in full in respect of the price of such Goods. In the event of payment not being timeously effected, THE SUPPLIER reserves the right to recover possession of such Goods immediately, without notice and without the necessity of having to first cancel the agreement of sale in respect of such Goods.
- 16.2 Risk in the Goods shall pass to THE CUSTOMER at the point of delivery of the Goods (i.e. where signed acceptance of the Goods takes place, or in the case of collection of the Goods, on dispatch from THE SUPPLIER'S premises).
- 16.3 Where THE CUSTOMER has appointed its own transport service provider to effect delivery of the Goods, THE SUPPLIER'S responsibility for providing proof of delivery of Goods will be limited to providing that the Goods were accepted by a person purporting to be the transport service provider. In this case, risk shall pass to THE CUSTOMER on delivery of the Goods to the transport service provider.
- 16.4 Until the price of the Goods sold and delivered has been paid in full, THE CUSTOMER shall ensure that the Goods are adequately insured against all appropriate risks.
- 17. Warranties**
- This clause 17A shall not apply to a consumer.
- 17A.1 The Goods are guaranteed according to the Manufacturer's product specific warranties only and the onus shall be on THE CUSTOMER to ensure by examination before use that the Goods delivered comply with the details on the delivery note and THE CUSTOMER'S order.
- 17A.2 Liability for breach of the warranty set out in clause 17A.1 above shall only arise where THE CUSTOMER has established, in addition to any other proof required by law, that:
- 17A.2.1 THE CUSTOMER has inspected the Goods before use; and
- 17A.2.2 the Goods were not misused, neglected, improperly handled, altered or tampered with in any way.
- 17A.3 Save as set out in clause 17.4 below, THE SUPPLIER shall not under any circumstances be liable for any loss or damage, whether special or general, direct or consequential, arising out of the sale of the Goods by THE SUPPLIER to THE CUSTOMER, or from any other cause whatsoever. THE CUSTOMER hereby indemnifies THE SUPPLIER against all claims of whatsoever nature that may be made against THE SUPPLIER arising from the use by any person of the Goods supplied by THE SUPPLIER.
- 17A.4 THE SUPPLIER'S sole liability in respect of defective Goods, shall in THE SUPPLIER'S sole discretion, be to replace such Goods, repair such goods or to refund THE CUSTOMER the price of such defective Goods.
- 17A.5 THE CUSTOMER will have no warranty or guarantee claims under this agreement unless THE SUPPLIER has received notice within fourteen days of the alleged defect occurring, such notice being in writing from THE CUSTOMER specifying the defect and requesting THE SUPPLIER to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by THE SUPPLIER.
- 17A.6 THE CUSTOMER shall return any defective goods to the premises of THE SUPPLIER at THE CUSTOMER'S cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.
- 17A.7 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. This clause 17B only applies to a consumer. A consumer as defined in the Consumer Protection Act shall have all the rights accorded to such person in terms of such Act.
- 17B.1 The Goods are guaranteed according to the Manufacturer's product specific warranties only and the onus shall be on THE CONSUMER to ensure by examination before use that the Goods delivered comply with the details on the delivery note and THE CONSUMER'S order.
- 17B.2 Liability for breach of the warranty set out in clause 17B.1 above shall only arise where THE CONSUMER has established, in addition to any other proof required by law, that:
- 17B.2.1 THE CONSUMER has inspected the Goods before use; and
- 17B.2.2 the Goods were not misused, neglected, improperly handled, altered or tampered with in any way.
- 17B.3 THE CONSUMER warrants that it is a consumer as defined in the Consumer Protection Act.
- 17B.4 THE CONSUMER shall inform THE SUPPLIER immediately when its status as consumer has changed. When the status of a consumer has changed then the provisions applicable to a consumer in terms of these terms and conditions shall no longer apply to THE CONSUMER.
- 17B.5 THE SUPPLIER shall be entitled to conduct its own investigations to verify whether or not a consumer is still a consumer. In this regard THE CONSUMER shall on request provide THE SUPPLIER with all the relevant information, including audited financial statements, to enable THE SUPPLIER to verify the status of THE CONSUMER.
- 18. Recovery of legal /collection costs**
- Should THE SUPPLIER 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 SUPPLIER'S rights, THE SUPPLIER shall be entitled to the recovery of all legal or collection costs arising therefrom, on the appropriate scale.
- 19. Responsibility for losses / damages or delays**
- 19.1 THE SUPPLIER will not be in any way responsible for losses, damages or delays due to causes beyond THE SUPPLIER'S control (e.g. adverse weather conditions, road congestion, labour-related actions, shortage of stock, etc) nor will THE SUPPLIER accept liability for damages or for any loss THE CUSTOMER may suffer pursuant thereto, of whatsoever nature arising from the late delivery or non-delivery of Goods.
- 19.2 The parties hereby indemnify each other, their agents and employees and holds them harmless against any loss, damage or liability sustained or incurred by either party, agents or employees arising from any cause whatsoever while on THE CUSTOMER'S premises, provided the loss, damage or liability was not occasioned by the negligence of the other party.
- 20. Severability of clauses**
- If any of the terms and conditions of this agreement are unenforceable, illegal, void, or contrary to public policy then they will be considered to be legally separated from the rest of this agreement. The rest of the provisions of this agreement will, however, remain binding and enforceable and in full force and effect.
- 21. Suretyship**
- I/We, by my/our signature hereto (which appears below) do, in addition to the above, hereby bind myself/ourselves in my/our private and individual capacity as surety and co-principal debtor in solidum with THE CUSTOMER in favour of THE SUPPLIER for the due performance of any obligation of THE CUSTOMER and for the payment to THE SUPPLIER by THE CUSTOMER of any amounts which may now or at any time be or become owing to THE SUPPLIER by THE CUSTOMER from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE CUSTOMER acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by THE SUPPLIER and then only in the event that the sums then owing by THE CUSTOMER (whether due or not) to THE SUPPLIER have been paid in full. I/We hereby renounce the benefits of the legal exceptions "non Causa Debiti" [this exception would allow you to set up the defence that there was no cause for the debt], "Ordinis Seu Excussionis et Divisionis" [this would allow you to plead that until all the assets of the principal debtor have been exhausted in payment of the debt, no claim can be made against you], and "cession of Action" with the force, meaning and effect of which I/we declare myself to be fully acquainted. I/We furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.
- 22. Cession of book debts**
- 22.1 THECUSTOMER does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of THE SUPPLIER all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and however arising which THE CUSTOMER may now or at any time hereafter have against all or any persons, companies, firms, partnerships, associations, syndicates and other legal persons whomsoever (the customer's debtors) without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by THE CUSTOMER to THE SUPPLIER from whatsoever cause or obligation howsoever arising which THE CUSTOMER may be or become bound to perform in favour of THE SUPPLIER.
- 22.2 Should it transpire that THE CUSTOMER at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest, in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all THE CUSTOMER'S reversionary rights. Notwithstanding the terms of the foregoing cession, THE CUSTOMER shall be entitled to institute action against any of its debtors provided that all sums of money which THE CUSTOMER collects from its debtors shall be collected on THE SUPPLIER'S behalf and provided further that THE SUPPLIER shall at any time be entitled to terminate THE CUSTOMER'S rights to collect such monies/debts.
- 22.3 THE CUSTOMER agrees that THE SUPPLIER shall be entitled at any time or times hereafter to give notice of this cession to all or any of THE CUSTOMER'S rights.
- 22.4 THE CUSTOMER further agrees that THE SUPPLIER shall, at any time, be entitled to inspect any of THE CUSTOMER'S books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.
- 23. Entire agreement**
- This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom 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. This agreement shall be governed by the laws of South Africa.
- 24. Authority and indemnity**
- THE person signing this agreement warrants that he/she has the necessary authority to enter into this agreement and hereby indemnifies THE SUPPLIER against any liability, claim, damage or loss that a third party might have arising out of this agreement. The person signing this agreement further warrants that he/she is entirely familiar with the terms and conditions contained herein, and in particular, that he/she has read and understood the contents of clause 20.

Vendor COD Application Fellowes Beswick

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