

**CASH SALES / COD APPLICATION**

**INCLUDING STANDARD TERMS AND CONDITIONS OF SALE**

IN THE NAME OF

.....  
("Applicant" and/or "Customer")

We, ..... ("the Customer"), hereby make application for COD facilities with **Bosco Printed Circuits (Pty) Ltd** ("the Company")

In support of the application, the following information is furnished:-

- 1. A. Full legal name of business .....
  - B. Trading name (if different from legal name).....
  - C. Company / Close Corporation Registration No. ....
  - D. VAT Registration No \* .....  
\* Attach copy of VAT certificate
- 2. Postal address ..... Code .....
  - Physical address ..... Code.....
  - Delivery address..... Code.....
  - Telephone number ..... Dialling code .....
  - Telefax number ..... Dialling code .....
- 3. Name of authorised buyers for and on behalf of Customer: \*
  - .....
  - .....
  - .....

*\* Should any of the above listed buyers leave your employ, please advise the Company immediately in writing so that the Company may remove this person's buying (ordering) authority. Failure to do so will render the Customer liable for the order subject to all the Terms and Conditions contained herein.*

**SECTION B:**

- 1. Details of proprietors/partners:-

Full Names	Identity Number

**I have read and understood the terms and conditions on this page**

**[Please initial]**

# TERMS AND CONDITIONS OF CASH SALES / COD

**NOTE TO CUSTOMER:** BE ADVISED THAT WHEN SIGNING THESE TERMS AND CONDITIONS, YOU BECOME BOUND THEREBY. EACH TERM IS IMPORTANT FOR YOU TO UNDERSTAND. SOME OF THE MORE ONEROUS TERMS (FOR EXAMPLE LIMITATION OF LIABILITY OF THE COMPANY AND ASSUMPTION OF RISK BY YOU) HAVE BEEN BOLDED IN ORDER TO BRING SAME TO YOUR ATTENTION. HOWEVER, ALL TERMS ARE IMPORTANT AND BINDING.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these conditions, save where the context otherwise requires, the following words and expressions shall have the following meanings:-
- 1.1.1. **“Agreement”** means the Terms and Conditions contained herein;
- 1.1.2. **“Company”** means Bosco Printed Circuits (Pty) Ltd with registration number: 2014/135177/07, as incorporated in terms of the Company Laws of South Africa as amended or succeeded from time to time, its subsidiaries, associated companies, successors-in-title and assigns from time to time, if any, and each member or future member of the Bosco Printed Circuits Group from time to time, who need not notify the Customer of its acceptance of the benefits of these conditions, and in respect of which the benefits imparted by these conditions may not be withdrawn prior to its acceptance thereof;
- 1.1.3. **“Customer”** means natural or juristic persons, including any of their associated businesses, subsidiaries, holding companies, successors or lawful assigns, as the case may be, who requests and/or makes use of any of the Company’s products;
- 1.1.4. **“ex works”** means that the Company delivers when it places the products at the disposal of the Customer at the Company’s premises or at another named place (ie. works, factory, warehouse, etc.) The Company does not need to load the products on any collecting vehicle, nor does it need to clear the products for export, with such clearance as applicable. The Company has no obligation to the Customer to load the products and if the Company does load the products, it does so at the Customer’s risk and expense. The Company has no obligation to the Customer to insure the products. The term “*ex works*” is used as defined in the Incoterms® of 2010 as published by the International Chamber of Commerce;
- 1.1.5. **“parties”** means the Company and the Customer jointly;
- 1.1.6. **“price”** means the aggregate of the charges and fees set out in the Company’s invoice or statement;
- 1.1.7. **“products”** means any products supplied by the Company from time to time;
- 1.1.8. **“quotation”** means the amount quoted by the Company for the supply of products to the Customer;
- 1.1.9. **“signatory”** means the person who appends his signature hereto;
- 1.1.10. **“Terms and Conditions”** means the Terms and Conditions incorporated in this Agreement;
- 1.1.11. **“VAT”** means Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended from time to time;
- 1.2. Expressions which denote a natural person shall include a reference to bodies corporate and juristic persona;
- 1.3. Expressions which denote the masculine shall include a reference to the other two genders and *vice versa*;
- 1.4. Expressions which denote the singular shall include a reference to the plural and *vice versa*;
- 1.5. Headings are for reference purposes only and shall not be considered in the interpretation of the conditions which they relate;
- 1.6. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

## 2. OVERRIDING EFFECTS OF TERMS AND CONDITIONS

Unless otherwise specifically agreed in writing, all existing and future business conducted by the Company shall be on the Terms and Conditions set out herein, and no other terms or conditions, whether contained in the Customer’s documentation or otherwise, shall be binding on the Company unless reduced to writing and signed by both parties.

I have read and understood the terms and conditions on this page

[Please initial]

### 3. OWNERSHIP AND RISK

- 3.1. **It is a condition of sale that notwithstanding delivery of the products and the transfer of possession to the Customer, ownership of the goods shall remain vested in the Company until the whole of the price shall have been paid by the Customer.**
- 3.2. **The risk in such goods shall, however, pass to the Customer immediately upon delivery.**

### 4. PRICE

- 4.1. All quotations shall remain valid for a period of 7 (seven) days from the date of quotation, unless amended by the Company prior to acceptance thereof.
- 4.2. Unless the Company provides the Customer with a written quotation, which the Customer accepts within the period for which the quotation is valid, the price of the Company's products will be the price ruling at the date of the supply of the products.
- 4.3. The price shall exclude VAT which the Customer shall be liable to pay to the Company in addition to the price.
- 4.4. The Company will not, under any circumstances, be precluded from raising or correcting any debit (and from obtaining payment thereof) in relation to any amount due to it.
- 4.5. Unless agreed thereto in writing the Company shall not grant any discount, including settlement discounts. In the event that the Company grants a discount, the discount shall be forfeited should payment not be made in full on or before the required time.

### 5. PAYMENT

- 5.1. Invoices are payable in cash on the date of delivery thereof.
- 5.2. **Despite clause 5.1. above, cash on delivery Customers may be required to make full payment of the price of the order in advance, before the Company's manufacturing process is commenced.**
- 5.3. The Customer shall not be entitled to withhold, deduct from or defer any amount due by it to the Company and shall pay such amounts free of any deductions, charges and set-off.
- 5.4. The Company, in its sole discretion, shall be entitled, but not obliged to set-off against any amounts owed by the Customer to it any amounts that it owes to the Customer.
- 5.5. The Company can appropriate payments from the Customer to any such outstanding amounts as it deems fit.
- 5.6. **The Customer carries any risk associated with or arising from the method elected to effect payment to the Company.**
- 5.7. Should any account not be paid on due date, all other monies owing by the Customer to the Company shall immediately become due and payable.
- 5.8. The Company does not necessarily equate the tender of a cheque with payment in cash. The Company reserves the right, in any event, to require that any such cheque first clear in its account before proceeding with its obligations.
- 5.9. The Company shall be entitled, without prejudice to its rights, and without prior notice, to immediately cancel any sale or order in circumstances where the price has not been paid in full on due date.

### 6. ORDERS

- 6.1. All orders must be placed with the Company in writing, the Company does not accept oral orders.
- 6.2. The Company shall not be responsible for any errors or misunderstandings occasioned by the Customer's failure to effect orders in writing.
- 6.3. All orders are subject to this Agreement and not any provisions that the Customer may attempt to impose by way of its documents.
- 6.4. The Company's acceptance of the order is subject to, *inter alia*, the availability of the product(s) and manpower.
- 6.5. The Company reserves the right, in its sole discretion, to decline the Customer's application for any order without providing any reasons.
- 6.6. No binding contract shall arise between the Customer and the Company until the Customer's order has been accepted and confirmed by the Company in writing.
- 6.7. It shall be the sole responsibility of the Customer to provide the Company with all the necessary requirements and specifications in relation to the products ordered.

I have read and understood the terms and conditions on this page

[Please initial]

- 6.8. It is the sole responsibility of the Customer to establish that the products requested by it are suitable for its purposes.
- 6.9. Orders that have been accepted by the Company may not be cancelled, varied or withdrawn by the Customer, unless the Company, in its sole discretion, agrees thereto in writing, failing which the Customer will be liable for the full order value.
- 6.10. Where the Company does so agree in writing to the variation, cancellation or withdrawal of any order or booking, the Company may in its sole and absolute discretion grant a discount based on the stage of production that has been reached. The following are guideline stages of production: material cut and drilled 30% (thirty *per centum*), through hole plated and with dry film photo resist 55% (fifty five *per centum*), electroplated and etched 70% (seventy *per centum*), solder mask and legend print and HAL completed 85% (eighty five *per centum*) and final inspection 100% (one hundred *per centum*).
- 6.11. **The Company reserves the right, in its sole and absolute discretion, to cancel, withhold or suspend the Customer's order or any order that may be in production, notwithstanding that such order has previously been accepted by the Company until such time that the Customer's overdue account has been settled in full.**
- 6.12. Without limiting the generality of the foregoing, the Company reserves the right to cancel and withhold the Customer's order where the Customer is placed under business rescue, liquidated, sequestrated, makes any attempt of compromise with its creditors, has judgment recorded against its name and/or breaches any of the Terms and Conditions contained herein.
- 6.13. The Company closes annually during the month of December, therefore where the Customer requires the products before December, the Customer must place the order on or before the 14 (fourteenth) of November, unless otherwise specifically agreed to by the Company in writing.

## 7. DELIVERY

- 7.1. Unless otherwise stated the **prices quoted are ex works** and the Customer shall take delivery of the products as soon as they are placed at the Customer's disposal at the Company's works **and shall bear and be liable for all charges and risks in and to and in respect of the products from the time when they have been so placed at the Customer's disposal provided** that the products have been clearly set aside or otherwise identified as the contract products.  
The Company does not offer free deliveries outside of Gauteng, and furthermore not all areas in Gauteng are covered by free deliveries.  
Prototype Pcb's are also not delivered by Bosco, unless our driver is in your area at the same day that the Prototype is completed. Deliveries excluded from our free delivery areas are for the account of the Customer. **Please inquire from our Sales Consultants for more details / options regarding deliveries.**
- 7.2. Should any deliveries be delayed by any circumstances whatsoever outside the Company's control the time for such deliveries shall be extended until the lapse of a reasonable period after the cessation of the said circumstances and the Company shall not be liable for any loss or any damage caused by such delay.
- 7.3. **The Company shall not be under any liability whatsoever in respect of short deliveries or damaged or defective products nor any loss of damage or consequential loss or damage which the Customer may claim was caused thereby.**
- 7.4. **Where a person holding himself as the Customer's representative/agent accepts delivery, whether same is effected by the Company or the Company's agent to the Customer's premises or ex works, such delivery shall be deemed proper delivery to the Customer notwithstanding that such person is not the Customer's authorised representative/agent.**
- 7.5. The signature appearing on the Company's delivery note of the official/employee/agent or representative of the Customer who received the products shall be deemed to be confirmation of the complete delivery of the products in all respect and that the same were delivered in good order and condition. The signatory that signs the Company's delivery note shall be deemed to have been duly authorised to accept delivery of the products by the Company.
- 7.6. Time shall not be of the essence in respect of any order. The Customer accepts that the supply of products will be subject to the availability of capacity and timeous receipt by the Company of any drawings, designs and specifications that the Company may require from the Customer. Such drawings, designs and specifications shall be deemed to have been given to the Company for the purpose of description only and shall not form part of these Terms and Conditions.

I have read and understood the terms and conditions on this page

[Please initial]

- 7.7. **The Company will not be liable, under any circumstances, for any direct, indirect or consequential damages of any nature, whether in the contemplation of the parties or not, which the Customer may suffer as a result of a delay in delivery of the services ordered and the Customer shall not be entitled to cancel any order by reason of such delay.**
- 7.8. **Where a time for performance is given, the Company undertakes to use reasonable endeavours to adhere to such date(s) and/or time(s), but the Customer acknowledges that the delivery date and/or performance time is merely an estimate and the Company shall not be responsible, and shall not incur any liability to the Customer, in the event that the Company fails to perform on such date(s) and/or during such time(s).**
- 7.9. In the event that it has been agreed that the products are to be transported by an independent carrier, such carrier shall be the Customer's agent and delivery to the carrier shall be deemed to be delivery to the Customer.

#### **8. EXCLUSION OF WARRANTIES BY THE COMPANY**

- 8.1. **Save for what is expressly set out in this Agreement, the products sold are so done without any warranties, guarantees or undertakings to the Customer, whether express, tacit or implied and/or whether by statute or common law and without any representations, including that the products are suitable for the purpose for which they have been ordered.**
- 8.2. **It is the sole responsibility of the Customer to determine whether the products required by him are suitable for the purpose for which he intends using them.**
- 8.3. Any advice or opinion given by the Company's employees is for the Customer's benefit only and the Company accepts no responsibility for any damages that the Customer may incur as a result of the Customer relying upon such advice.
- 8.4. The Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties, arising out of the errors in carrying out a contract, or by delivery or by incomplete delivery or by unsuitability of products for use as intended.
- 8.5. All specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance figures furnished by the Company and representations in regard thereto are approximate and are furnished for information purposes only and unless specifically guaranteed by the Company in writing shall not form part of this Agreement nor bind the Company in any way whatsoever.
- 8.6. **The Company will not be liable for any loss or damage of any nature and howsoever arising which may be suffered by the Customer as a result of, or in connection with any transaction contemplated herein, whether indirect, consequential, delictual or otherwise and whether caused by the negligent act or omission of the Company or otherwise.**
- 8.7. **Any direct liability of the Company for breach of this Agreement will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer, the total price paid or due to be paid by the Customer for the products or the Company may, at its sole and absolute discretion, replace the products shown to be defective, provided the Customer notifies the Company in writing of any alleged shortage or defect within 30 (thirty) days from date of delivery and the Customer can demonstrate that such products have not been stored, handled or used in a manner that caused the alleged defect.**
- 8.8. **The Customer understands that Printed Circuit Board ("Pcb") are not Bare Board Tested ("Electrical Test") therefore the Customer assumes the risk of undetected faults and agrees to be bound by the limited liability clauses in this Agreement. The Customer may, however, specifically elect to have the ordered Pcb electrically tested at the Customer's expense.**

#### **9. BREACH**

- 9.1. In the event that the Customer fails to make any payment to the Company under this Agreement or in the event that the Customer is in breach of any of the Terms and Conditions herein contained, the Company shall be entitled to notify the Customer of such breach in writing and give the Customer 7 (seven) days within which to rectify the breach. Should the Customer fail to remedy such breach within 7 (seven) days after receiving such written notice, the Company, without prejudice to any of its other rights in law, shall be entitled to cancel the contract forthwith and to claim damages.

I have read and understood the terms and conditions on this page

[Please initial]

- 9.2. In the event that the Company is in breach of any of the Terms and Conditions herein contained, the Customer shall be obliged to notify the Company of such breach in writing specifying the nature of the breach and afford the Company 7 (seven) days within which to rectify the said breach (provided that if it is not reasonably possible to remedy the breach within such 7 (seven) day period within such further period as is reasonable in the circumstances). In any event, the Company's sole obligation shall be to deliver the correct product or quantity of products within 7 (seven) days, alternatively, and at its absolute and sole election, to reimburse the Customer for the price of the incorrect products.
- 9.3. In the event of the Customer suffering any civil judgment being taken or entered against it or committing an act of insolvency in terms of the Insolvency Act 24 of 1936, as amended from time to time or being placed under business rescue proceedings, sequestration, liquidation or judicial management, whether provisional or final, or entering into a compromise with its creditors, or dying, the Company shall, without prejudice to any other remedies that it has available to it, be entitled to summarily cancel the supply of any products to the Customer which have not been paid for and/or claim specific performance of all the Customer's obligations whether or not such obligations have fallen due for performance, in all events without prejudice to the Company's right to claim damages.

#### 10. **FORCE MAJEURE**

No failure by the Company to perform any of its obligations shall constitute a breach of its obligations in terms of this Agreement nor give rise to any claim or remedy by the Customer in the event that such failure arose as a result of *force majeure*, including acts of God, war, revolution, riot, civil unrest, strikes or other labour action, sanctions, natural disasters, changes in law, regulations, ordinances or the like or as a result of any other circumstance wholly beyond its control.

#### 11. **LEGAL PROCEEDINGS**

- 11.1. The laws of the Republic of South Africa will be applied in the resolution of any dispute arising from this Agreement between the Company and the Customer.
- 11.2. The Company shall be entitled, but not obliged, to institute action in the Magistrate's Court (Regional or District), notwithstanding that the amount of its claim exceeds the jurisdiction of such court and the Customer hereby consents to the jurisdiction of the Magistrate's Court.
- 11.3. A certificate issued by any Director, manager or secretary of the Company, whose authority, appointment and signature it shall not be necessary to prove, that purports to certify any indebtedness of the Customer to the Company, delivery of the products to the Customer or that payment in respect of the products has not been made, shall constitute *prima facie* proof of such indebtedness or delivery or non-payment, as the case may be and shall constitute a liquid document for the purpose of summary judgement or provisional sentence.
- 11.4. The Customer shall be liable for the Company's legal fees in the event of the Company enforcing its rights hereunder on an attorney and own client scale, including counsel's fees on brief, tracing agents fees and collection charges.

#### 12. **NON-VARIATION**

No amendment, alteration, variation, deletion, addition and/or cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by duly authorised representatives of the Company and the Customer.

#### 13. **DOMICILIUM CITANDI ET EXECUTANDI (ADDRESS)**

- 13.1. The Customer chooses as its *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the physical address, postal address, number and e-mail address as follows:-

PHYSICAL ADDRESS: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

I have read and understood the terms and conditions on this page



[Please initial]

- 13.2. The Company chooses as its *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address as indicated from time to time on its invoices, credit or debit notes as supplied to the Customer.
- 13.3. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax or e-mail.
- 13.4. Any notice to a party:-
- 13.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 7<sup>th</sup> (seventh) business day after posting;
- 13.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 13.4.3. sent by telefax to its chosen telefax number as stipulated shall be deemed to have been received on the date of dispatch; or
- 13.4.4. sent by e-mail to its chosen e-mail address as stipulated shall be deemed to have been received on the date of dispatch.
- 13.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

#### 14. DUTY TO INFORM

- 14.1. The Customer shall be obliged to timeously notify the Company in writing prior to there being any change to the Customer's physical address(es), delivery address(es), postal address(es), e-mail address(es), address where the products are kept, bank account(s) and the like or prior to there being any change in the shareholding, membership or ownership of the Customer, and before all or any part of its business or its major assets are disposed of to a third party.
- 14.2. **In the event of the sale of its business or a change occurring in its directors or members, the Customer undertakes to notify the Company immediately in writing of such changes, failing which the Customer and signatory and ex director/member/trustee/sole proprietor hereto shall remain personally liable for payment of all products ordered after the date but prior to written notification of such changes to the Company.**

#### 15. GENERAL

- 15.1 These Terms and Conditions represent the entire Agreement between the Company and the Customer and will govern all future contractual relationships between the Company and the Customer and will also be applicable to all debts, which the Customer may owe to the Company prior to the Customer's signature hereto.
- 15.2. No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in accordance with this Agreement shall prejudice or be deemed to be a waiver or novation of any of the Company's rights hereunder.
- 15.3. Each clause in this Agreement is severable one from the other and if any clause found by any competent court to be defective or unenforceable for whatever reason, then the remaining clauses shall be and continue to be of full force and effect.
- 15.4. The Customer shall not be entitled to cede its rights or assign its obligations under this Agreement without the prior written consent of the Company.
- 15.5. The Company shall be entitled to cede or transfer its rights and ownership to the products or assign its obligations under this Agreement and the cessionary shall be entitled to enforce its rights hereunder in respect of products that it supplies to the Customer.

#### 16. WARRANTIES AND INDEMNITIES BY CUSTOMER AND SIGNATORY

16.1. **I, the undersigned, do hereby warrant that:**

- 16.1.1. I have the necessary authority to represent the Customer herein and to agree to the Company's Terms and Conditions on the Customer's behalf;
- 16.1.2. The Customer agrees that all transactions concluded with the Company will be subject to this Agreement;

I have read and understood the terms and conditions on this page

[Please initial]

- 16.1.3. I have read and understood all the terms and conditions contained herein;
- 16.1.4. I am not an unemancipated minor and I have the necessary legal capacity to execute this Agreement.
- 16.1.5. **The Customer hereby indemnifies the Company for and holds it harmless against any claim made against the Customer by a third party arising from the products supplied by the Company;**
- 16.1.6. **I am duly authorised to sign this Agreement for and on behalf of the Customer and agree that should I not be duly authorised to sign for and on behalf of the Customer I shall be personally liable for all obligations arising out of this Agreement.**

**CUSTOMER SIGNATURE:**

- 1) Full name: ..... Capacity: .....  
  
Date: ..... Signature: .....  
(Who warrants that he/she is duly authorised)
  
- 2) Full name: ..... Capacity: .....  
  
Date: ..... Signature: .....  
(Who warrants that he/she is duly authorised)
  
- 3) Full name: ..... Capacity: .....  
  
Date: ..... Signature: .....  
(Who warrants that he/she is duly authorised)
  
- 4) Full name: ..... Capacity: .....  
  
Date: ..... Signature: .....  
(Who warrants that he/she is duly authorised)

**AS WITNESSES:**

- 1) Full name: .....  
..... Signature: .....
- Physical address: .....  
.....  
.....

I have read and understood the terms and conditions on this page



[Please initial]



2) Full name: .....

..... Signature: .....

Physical address: .....

.....

.....

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