

COREX

Dear Applicant,

It is with great pleasure that we forward our dealer application form.

We would like to take this opportunity to thank you for your time and interest in COREX and our selected brands – all of which have been carefully selected after going through a vigorous selection process. This ensures that COREX'S customers receive the highest quality and the first level of service they have come to depend on from COREX, as a world class distributor.

Attached, please find a dealer application. To ensure a timely response, please complete all fields and return the application with the necessary documentation, namely:

- Copies of the directors'/members'/sole proprietors' ID documents (Certified);
- Original cancelled cheque or Stamped letter from the company's bank, stating banking details;
 - Letter to not be older than 3 months
- Company's registration documents (Full CK Documentation preferred or Form CoR 14.3 or Company Letter stating sole proprietor)
- Proof of physical address (Utility bill preferred)
 - Proof of Address to not be older than 3 months
 - In instances where the business is run from a home, and bill is in a person's name, an affidavit of confirmation of such is also required.

*Please note: COREX requires the originals for all documents to be sent to COREX within 30 days of the applicants account being opened, if the application documentation is emailed/faxed. COREX will suspend the account after 30 days until such time as the documents are received.

If you require any further information or experience any difficulties with your application, please do not hesitate to contact our accounts department, where we will gladly assist you.

Please take note that this Dealer Application Form is for a CASH ONLY account with COREX and will not entitle you to apply for a terms account with COREX. Should you wish to apply for a Terms account, the full COREX Dealer Application Form will be required.

COREX looks forward to building a mutually beneficial long-term relationship with you and eagerly awaits your application.

Yours Sincerely
COREX Accounts Department

COREX

COD Dealer Application Form

Account No:	(To be filled in by COREX)
Registered email:	
Trading name of business:	
Previous Trading/ Registered Name:	
Incorporated form of business:	Reg. No. of Business
VAT Registration No:	Date of Establishment of business:
Registered name of holding companies:	
Name(s) of Subsidiary/Associate companies:	
Business activities:	
Physical Address (<i>domicillium</i>)	
Code:	
Delivery Address:	Code:
Postal Address:	Code:
Registered Address:	Code:
Tel. No.:()	Fax no: ()
Trade References	
Trade Reference 1:	Tel. No: ()
Address:	

The signatory/surety whose signature appears below hereby accepts the terms and conditions of sale contained in this dealer application on behalf of the abovementioned customer, and warrants that he is duly authorised thereto by the said customer and hereby warrants that he has read, understood and accepts the said Terms and Conditions of Sale. The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds and that such funds will remain available in order that all cheque payments will be honoured and under no circumstances will any cheque be stopped or be endorsed with insufficient funds/referred to drawer.

The signatory certifies that all above information is correct

Printed name of signatory:	Business designation of signatory:
Accepted:	Date:

Signed: _____

Date: _____

A. TERMS AND CONDITIONS OF SALE

THE APPLICANT or its duly authorised agent (whose signature appears below) hereby applies to do business with COREX and in consideration thereof THE APPLICANT hereby irrevocably accepts the following terms and conditions:

1. **GENERAL**

Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa and the one gender shall include the other gender and vice versa.

2. **ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, additions, cancellations or alterations to this contract will not be of any force or effect unless reduced to writing and signed by the parties hereto, or their duly authorised signatories. This agreement contains no surety clause, and as such is considered a CASH ONLY application to do business with COREX. The nature of this agreement and its contents therefor does not entitle THE APPLICANT to apply for terms and all future dealings will be on a CASH ONLY basis. Please note: CASH ONLY enables THE APPLICANT to pay for goods utilizing EFT / CASH / Card as an accepted form of payment.

3. **PRICE**

The price to be paid for the goods supplied by COREX to THE APPLICANT or the services rendered by COREX on behalf of THE APPLICANT at its specific instance and request will be the price at the date when the goods are dispatched or services are rendered. All prices are quoted in South African Rands and customers are required to place orders in South African Rands. All prices are quoted ex-works and prices may be revised with exchange rate fluctuations and other such costs that affect prices.

4. **QUOTES**

4.1. Any quotation given is not an offer by COREX to sell or repair or service the goods but constitutes an invitation by COREX to do business with THE APPLICANT.

4.2. A quotation may be revoked at any time by COREX.

4.3. A contract shall only come into force between the parties if after receipt by COREX of THE APPLICANT'S order or acceptance of the quotation, COREX confirms to THE APPLICANT that such a contract has been concluded or if COREX supplies, or tenders to supply, the goods in question to THE APPLICANT.

4.4. Any variation occurring subsequent to the date of the quotation in any of the aforesaid rates or charges, as the case may be, shall entitle COREX to vary the amount of the quotation accordingly.

4.5. All quotes, unless otherwise specified, are only valid for twenty-four (24) hours from date/time of issuance, except if the period falls over a weekend or public holiday.

5. **PAYMENT TO COREX**

COREX will supply THE APPLICANT in terms hereof in the absence of a credit facility with payment being due to be effected on or before delivery of goods or performance of services. COREX does not appoint any Post Office as its agent for payments by post. All payments shall be made to COREX'S place of business, from where the goods or services were ordered. In the event of any payments being mislaid or lost in the post, THE APPLICANT shall still be liable to COREX for payment. Similarly, an electronic payment by THE APPLICANT is not to be construed as a cash purchase. Same shall only be considered a payment, duly received by COREX, when the amount has reflected in COREX'S banking account.

COREX (PTY) LTD | Reg. No 2003/012178/07

Directors: Mark Hung-Chih Lu | Pete Pao-Hsin Wang | Michael Chang-Hung Lee

Address: 500, 16th Road, Randjespark, Midrand, 1685 | P.O. Box 32813, Kyalami, 1684

Telephone: +27 11 357 8000 | Facsimile: +27 11 357 8080

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6. FORCE MAJEURE

COREX will not be liable to THE APPLICANT for failing to perform its obligations in terms of this Agreement as a result of an act of God or any cause beyond its control.

7. VALID ORDERS

In the event of any order being given to COREX on documentation reflecting THE APPLICANT'S name as the entity from which the order emanated, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and thus THE APPLICANT is deemed to be liable for signature on any delivery note and / or other instrument for an order / delivery of goods or services, emanating from COREX, no matter whom THE APPLICANT has authorised to sign same.

8. WARRANTIES

- 8.1. New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.
- 8.2. COREX explicitly follows the Manufacturer's warranty/guarantee guidelines and will only offer that which is offered by the Manufacturer.
- 8.3. Liability under the clause above is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of COREX. The goods shall be regarded as having been sold "voetstoets", that is, without warranty against latent defects therein. No liability whatsoever shall arise furthermore on the part of COREX for any representation or warranty made or alleged to have been made at any time in respect of the goods sold by COREX to THE APPLICANT.
- 8.4. THE APPLICANT will have no warranty or guarantee claims under this agreement unless COREX has received notice within fourteen (14) days of the alleged defect occurring, a written notice from THE APPLICANT specifying the defect and requesting COREX to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by COREX.
- 8.5. THE APPLICANT shall return any defective goods to the premises of COREX at THE APPLICANT'S cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.
- 8.6. All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by THE APPLICANT; or should the goods be operated outside of the Manufacturer's specifications.

9. DELIVERY AND REPAIRS

- 9.1. THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on COREX'S official delivery note/invoice/waybill/jobcard, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased or services rendered.
- 9.2. Any delivery date stated on the order confirmation is approximate only. COREX shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 9.3. Whilst COREX 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 APPLICANT shall not be entitled to refuse acceptance of such late deliveries. COREX shall in any event not be liable to THE APPLICANT, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.
- 9.4. In the event of COREX acceding to any request by THE APPLICANT to postpone delivery of the goods, or in the event of THE APPLICANT failing to give COREX sufficient information to enable it to process any order, THE APPLICANT will pay any costs and expenses thereby incurred by COREX.
- 9.5. THE APPLICANT agrees that goods will be offloaded at the nearest accessible point on site. COREX shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.
- 9.6. Any repair time or cost estimates given by THE APPLICANT to COREX shall be estimates only and are not considered binding upon COREX. Any item handed in for repair to THE APPLICANT 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.
- 9.7. All goods taken by COREX on evaluation, approval demonstration or consignment shall be deemed sold if not returned with 7 days from delivery in perfect condition, in the original packaging and with all accessories and manuals intact.
- 9.8. COREX acknowledges all copyrights, patents, trademarks or designs, and indemnifies THE APPLICANT against any claims, costs or expenses arising out of the infringement thereof.
- 9.9. Whilst every care will be taken with THE APPLICANT'S goods and data, COREX will not take responsibility for lost data or goods that are lost, stolen or damaged whilst at either party's premises or in either party's possession.

10. RESPONSIBILITY FOR LOSSES / DAMAGES OR DELAYS

COREX will not in any way be responsible for losses, damages or delays caused by or arising from *vis major* (a natural disaster) *causis fortuitus* (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of COREX, whether *eiusdem generis* (of what was clearly the real intention between the parties) with the causes aforementioned or not.

11. INDEMNITY

THE APPLICANT acknowledges that COREX is not the manufacturer of the goods. THE APPLICANT accordingly indemnifies and holds COREX harmless against any claim that may be brought against COREX as a consequence of such goods being defective and causing any damage whatsoever, whether through accident, negligence, gross negligence or any other cause, howsoever arising.

12. AVAILABILITY OF IMPORT PERMITS

COREX'S obligations hereunder shall be subject, in those cases where the goods or part thereof are to be imported, to the availability of an import permit to COREX.

13. DEFECTIVE GOODS

Without derogating from the provisions of the above clause, unless THE APPLICANT advised 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 APPLICANT in perfect condition and THE APPLICANT shall not be entitled to the return the goods and claim a reduction of the purchase price on the grounds that the goods were defective.

14. RETURNS AND HANDLING FEES

- 14.1. Authorisation to return goods must first be obtained. A request in writing is to be sent to COREX. Upon authorisation of the return, THE APPLICANT will be notified and a signed authorisation form will be faxed to THE APPLICANT to accompany the goods being returned.
- 14.2. Goods must be returned directly to COREX'S place of business from where the goods were ordered. Any product returned for credit must be accompanied by a copy of the original invoice.
- 14.3. Only goods returned as new in original packaging, complete and without damage in any way, will be accepted for return; upon inspection of the goods COREX the right to reject the return.
- 14.4. Any/all returns of goods to representatives or agents of COREX are entirely at the risk of THE APPLICANT.
- 14.5. Unauthorised returns will be returned to THE APPLICANT.
- 14.6. No goods may be returned after a period of thirty (30) days from date of invoice.
- 14.7. All returns will be subject to a 30% (thirty percent) handling charge.

15. 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 COREX, including the acceptance of late payments by them, shall not in any way operate as or be deemed to be a waiver by COREX of any of its rights under this contract, to enforce strict compliance by THE APPLICANT of any of his/its obligations in terms hereof, nor shall any of the above actions by COREX be construed as a contractual renewal thereof or a novation of any of the terms and conditions of this agreement.

16. CHANGES TO TERMS AND CONDITIONS

THE APPLICANT acknowledges that no terms at variance with the terms and conditions of this application, and which have been sought to be introduced by THE APPLICANT at any time, shall be of any force or effect unless COREX has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by THE APPLICANT shall apply, and unless so agreed to in writing by COREX, COREX shall not be regarded as having so expressly agreed by virtue merely of COREX having agreed to execute an order in which inconsistent terms have been introduced by THE APPLICANT and notwithstanding that COREX has not rejected such inconsistent terms.

COREX (PTY) LTD | Reg. No 2003/012178/07

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17. UNDERSTANDING OF THIS AGREEMENT

THE APPLICANT hereby warrants that no representative of COREX at any time before or during the conclusion of this agreement or any action connected therewith, induced purchase of any goods or the rendering of any services or misrepresented the sale in any manner or form, upon which THE APPLICANT relied, to his detriment. At all times whilst dealing with COREX and / or its representatives, THE APPLICANT acknowledges full understanding of this agreement and / or takes full responsibility for all / any consequences pertaining to the purchase of goods connected herewith.

18. SEVERABILITY OF CLAUSE

Each clause of this agreement, or part thereof contained in this document, is severable, the one from the other and if any one or more clause(s) is found to be invalid or unenforceable, such result shall not affect the enforceability of the balance of the conditions of sale, which shall remain of full force and effect.

19. CORRECTNESS OF INFORMATION

THE APPLICANT and I/we (the signatories on the last page hereof) warrant that the information submitted above is true and correct in all respects and THE APPLICANT and I/we further warrant hereby that we are entirely familiar with the content hereof, the terms and conditions of which we acknowledge are deemed to be incorporated herein and form part hereof.

B. INDEMNITY

INDEMNITY IN RELATION TO THE CONSUMER PROTECTION ACT

1. In this indemnity, the following terms have the meanings assigned to them below, namely:
 - 1.1 "Consumer Protection Act" means the Consumer Protection Act 68 of 2008;
 - 1.2 "Harm" means harm as described in section 61(5) of the Consumer Protection Act; and
 - 1.3 "Supplier" means a supplier as defined in section 1 of the Consumer Protection Act which also meets the requirements of section 61(2) of the Consumer Protection Act.
2. The terms used in this indemnity shall have the meanings assigned to them in clause 17.1 or section 53. As the case may be, of the Consumer Protection Act.
3. In terms of this agreement, COREX supplies the goods to the Customer.
4. The parties acknowledge that in terms of section 61 of the Consumer Protection Act, the producer, importer, distributor, retailer and/or Supplier, may be jointly and severally liable for any Harm caused wholly or partly as a consequence of:
 - 4.1 supplying any unsafe goods;
 - 4.2 a product failure, defect or hazard in any goods; or
 - 4.3 inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods, irrespective of whether the Harm resulted from any negligence on the part of the producer, importer, distributor, retailer or Supplier, as the case may be.
5. The APPLICANT holds COREX harmless from and against any and all reasonable claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by any party arising out of any harm proven by a consumer, or other person contemplated in section 4(1) of the Consumer Protection Act, to the extent that such Harm is attributable to the negligent or intentional conduct of COREX or its agent, or any contravention by COREX or its agent of any applicable law.

THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein.

I/we, having read and understood the contents of section B, sign this application as duly authorised agent(s)/signatory(ies) of THE APPLICANT

SIGNED BY _____ AT _____ ON _____ : _____
(Full name) (Place) (Date) (Signature) (Designation)

SIGNED BY _____ AT _____ ON _____ : _____
(Full name) (Place) (Date) (Signature) (Designation)