



AGENT REGISTRATION FORM

DATE: _____

COMPANY DETAILS

REGISTERED NAME: _____

TRADING NAME: _____

TICK APPROPRIATE BOX: CC PTY LTD SOLE PROPRIETOR

COMPANY REGISTRATION NUMBER: _____ VAT NUMBER: _____

DATE BUSINESS COMMENCED: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____ WEBSITE: _____

DIRECTORS DETAILS

1. FULL NAMES: _____

RESIDENTIAL ADDRESS: _____

TELEPHONE NUMBER: _____

POSITION: _____

SIGNATURE: _____ DATE: _____

2. FULL NAMES: _____

RESIDENTIAL ADDRESS: _____

TELEPHONE NUMBER: _____

POSITION: _____

SIGNATURE: _____ DATE: _____

3. FULL NAMES: _____

RESIDENTIAL ADDRESS: _____

TELEPHONE NUMBER: _____

POSITION: _____

SIGNATURE: _____ DATE: _____

4. FULL NAMES: _____

RESIDENTIAL ADDRESS: _____

TELEPHONE NUMBER: _____

POSITION: _____

SIGNATURE: _____ DATE: _____

TRADE REFERENCES

1. COMPANY NAME: _____ CONTACT PERSON: _____ TELEPHONE NO. _____

2. COMPANY NAME: _____ CONTACT PERSON: _____ TELEPHONE NO. _____

3. COMPANY NAME: _____ CONTACT PERSON: _____ TELEPHONE NO. _____

TERMS AND CONDITIONS OF SALE

1. Fundamental Manufacturing CC (the seller) acknowledges our responsibility towards our customers and we undertake to the best of our ability to be honest and sincere in the service that we render.
2. Quotations are valid for 30 days only, unless otherwise stated on the quotation.
3. Goods purchased ex stock will be paid for in full prior to delivery. Payment will be by means of internet transfer, cash or pre-approved bank guaranteed cheques only.
4. Payment will be cash on delivery unless otherwise specified on the quotation or order form.
5. Ownership of delivered goods will only transfer to the purchaser after the purchase sum has been paid for in full.
6. Goods may not be returned or exchanged if specially ordered or bought on a sale.
7. All prices quoted are subject to fluctuation in VAT or any other taxes which may be imposed from time to time.
8. The seller reserves the right to repossess the goods at any time should the full purchase price not be paid after the delivery or completion of the installation. The repossession of goods does not relieve the purchaser of his obligation in terms of this agreement. The seller may at any time after delivery exercise his rights explained in this paragraph. No arrangement, which may lead to the extension of payment of the purchase sum, shall detract from any right under this agreement. Should goods on this agreement be delivered at different times, then the purchase price of each article will become payable on delivery.
9. The driver who makes the delivery is instructed not to deliver unless payment has been arranged.
10. The purchaser will be charged again for delivery in the event of redelivery due to non-payment of the initial delivery.
11. Where transport contractors are used for delivery of goods to the purchaser:
 - a. The purchaser will make the necessary arrangements with the transport contractor on his own behalf, at his own risk, and will make necessary arrangements regarding insurance himself.
 - b. The transport contractor will act as an agent for the purchaser not the seller.
 - c. Payment of goods will be made BEFORE delivery of goods to the contractor.
12. The seller undertakes to endeavor to execute all deliveries as soon as possible and according to the expected date of delivery as specified on this agreement, but does not accept any liability for damages, which arise as a result of late delivery.
13. The seller cannot be held liable for any delay in delivery due to reasons beyond the seller's control.
14. The purchaser shall not be entitled to cancel the contract because the estimated date of delivery had not been met, without a written demand to the seller to affect delivery. The above-mentioned demand must give the seller 14 (fourteen) days from the date of receipt of letter by him to effect such delivery.
15. Guarantees will be handled as follows:
 - a. The seller guarantees the workmanship on its products for 12 months from date of delivery.
 - b. This guarantee will become null and void should the purchaser mistreat or fail to maintain the goods according to the sellers maintenance instructions.
16. The seller cannot guarantee any finish on furniture that is used outdoors even if this is a covered patio, the purchaser hereby agrees to maintain the product themselves, or to pay the seller the relevant fee for maintenance.
17. Whilst every effort will be made to accurately match the purchasers colour requirements, the seller will not be held responsible if colour matching is not exact.
18. Due to the nature of solid wood the seller cannot be held responsible for shrinkage, warpage or any other latent defect, which may occur beyond the control of the seller.
19. By acceptance of the delivery, the purchaser acknowledges that the entire delivery is free from scratches and defects and is fully in accordance with the requirements of the purchaser. It is understood by the purchaser that timber products are dependant on the raw materials available at the time of manufacture and natural defects such as knots; natural cracks, etc are unavoidable.
20. The seller reserves the right to photograph the products supplied and to use such photographs for advertising purposes.
21. Whilst every effort will be made not to damage plaster or paint work during installation the seller will not be held responsible for any such damage.
22. The seller shall not be held responsible for any damage caused to the purchasers property during or after installation unless caused by willful negligence.
23. The price quoted by the seller does not include any scaffolding hire or the cost of erecting such scaffolding.
24. The cost of security access cards required by the seller when working on an Estate shall be for the account of the purchaser.
25. The seller shall not be responsible for the cost of transporting goods to and from the sellers premises in the case of a warrantee claim.
26. The purchaser agrees to pay interest at a rate of 3% per month on outstanding moneys not paid C.O.D.
27. The purchaser agrees to pay a storage fee of R350.00 per day on all goods that have to be stored by the seller due to delays in delivery caused by the purchaser.
28. A 20% handling charge of total purchase price will be charged on all cancelled orders.
29. Work will be produced strictly in accordance with the approved drawings. Any variation to the drawing will be charged as an extra including the cost of abortive work, if such variation is requested after production has commenced.
30. The physical address of the purchaser shall be deemed to be his chosen Domicilium citandi et executandi.
31. In the event of any dispute between the seller and the purchaser, both parties to this agreement agree to the jurisdiction of the Magistrate's Court of Johannesburg to hear such a dispute.
32. The purchaser will be responsible for all legal costs (including legal costs on attorney- and – client scale and cost of collection) that the seller may have to enter into in order to recover moneys owed under this agreement.
33. Only the conditions as set out in this agreement will form the basis of the contract between the seller and the purchaser. It is further understood that no other conditions or guarantees given by the seller or his agent are binding unless it has been agreed upon in writing and signed by both parties.

SIGNED AT: _____ ON THIS _____ DAY OF _____ 20 _____

SIGNATURE: _____

FULL NAMES: _____