



MORRITT
PARTS

CREDIT APPLICATION

Application by:

Hereinafter referred to as "the customer"
to do business with

Morritt Parts (Pty) Ltd

Registration number: 2019/359262/07

VAT Number: 4220295986

Wydan Business Park, No.58, Road No.5,
Unit No.4, Brentwood Park, Benoni

Tel: +27 11 568 6079

Email: accounts@morrittparts.co.za

I/We hereby make an application for credit facilities and for the opening of an account with yourself. In support of this application, the following particulars are supplied.

CUSTOMER DETAILS

Full Business Name			
Trading Name <i>(if different)</i>			
Company is a	(Pty) Ltd	CC	Sole Proprietor Partnership
Registration Number			
VAT Number			
Type of Business			
Physical Address			Code
Postal Address			Code
Accounts Email			
Telephone		Facsimile	
Name of person responsible for placing orders			
Telephone		Email	
Name of person responsible for payments			
Telephone		Email	
Additional Information			

TRADE REFERENCES *(Please furnish current credit references only - minimum of 3 required)*

Supplier Name		Contact Person	
Telephone		Average Monthly	R
Supplier Name		Contact Person	
Telephone		Average Monthly	R
Supplier Name		Contact Person	
Telephone		Average Monthly	R
Supplier Name		Contact Person	
Telephone		Average Monthly	R
Supplier Name		Contact Person	
Telephone		Average Monthly	R

Initial

DIRECTORS AND SHAREHOLDER DETAILS

Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Have any of the Directors been declared insolvent?		Yes	No
Have any cessions been passed over the Customer's debts?		Yes	No
Has the Customer given security for a bank overdraft?		Yes	No
If the answer to any of the above questions is YES, please fill in the relevant details.			

BANKING AND ACCOUNTING OFFICER DETAILS

Bank Name		Branch Name	
Branch Code		Account Type	
Account Number			
Accounting Officer		Telephone	
Are audited financial statements for the past year available?		Yes	No

ACCOUNT INFORMATION

Credit Required	Per Month	R	Per Year	R
Annual Turnover	R			
Payment Terms				

Documents attached to this application in terms of the requirements of FICA:

1. Company Registration documents
2. Proof of trading address of company
3. VAT Certificate (If Applicable)
4. ID Documents of surety/ies
5. Written Consent on Company Letterhead to obtain Trade Reference

The Applicant hereby consents to any/all credit checks necessary for the consideration of this application. This includes judgment checks as well as credit checks against the sureties/directors of the Applicant.

SURETIES

Name of Surety 1			
Identification Number			
VAT Reg Number			
Physical Address			
Postal Address			
Telephone Number		Facsimile Number	
Contact Person			
Email Address			
Signature (Who warrants that he/she is duly authorised to sign)			
	For and on behalf of surety	For and on behalf of surety	For and on behalf of surety
Name of Signatory			
Title of Signatory			
Date of Signatory			

Name of Surety 2			
Identification Number			
VAT Reg Number			
Physical Address			
Postal Address			
Telephone Number		Facsimile Number	
Contact Person			
Email Address			
Signature (Who warrants that he/she is duly authorised to sign)			
	For and on behalf of surety	For and on behalf of surety	For and on behalf of surety
Name of Signatory			
Title of Signatory			
Date of Signatory			

Landlord's standard surety terms, which shall be capable of identification, are incorporated into this suretyship by this reference and may be attached to this suretyship and are either: (i) accessible (so that they may be read, stored and retrieved) at _____, or (ii) on request from Landlord. The Sureties acknowledge _____ having read, understood, accepted, and agreed to be bound by the surety terms.

SURETYSHIP

TERMS AND CONDITIONS OF THE SURETYSHIP

1. I/We the surety in terms of this agreement bind myself/ourselves jointly and severally as surety and co-principal debtor in solidum for all amounts which are now or might in the future become payable by the Applicant to Morrith Parts with registration number 2019/359262/07 in terms of this agreement or to its cessionary in the event of cession, arising out of the agreement, to its termination for any reason whatsoever.
2. We renounce the benefits of excussion, cession of action, non-causa debiti, de duobus vel pluribus reis debendi and division, the nature and extent of which I/We acknowledge myself/ ourselves to be aware.
3. No extension of time or indulgence that may be granted to the Application at any time, nor any release of any other security or suretyship given in connection with the agreement shall in any way attach or value my/our liability hereunder.
4. I/We consent to the jurisdiction of the Magistrate's Court provided the Company shall be entitled to institute action in any other court.
5. I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale.
6. I/We choose as my/our domicillium citandi et executandi, for all purposes arising out of this suretyship, the address set out below.
7. I/We indemnify and hold the Company harmless against any claim arising out of or incidental to the agreement, to its breach or its termination for any reason whatsoever.
8. I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship.

I/We the undersigned do hereby bind myself/ourselves as surety/ ies and co-principal debtor/ s in accordance with the suretyship terms and conditions set out above.

This done and signed at _____ on the ____ day of _____ 20 ____

Full names and surname of **surety one** _____

Street Address _____

Identity Number _____

Signature _____

Full names and surname of **surety two** _____

Street Address _____

Identity Number _____

Signature _____

Morritt Parts (Pty) Ltd

TERMS AND CONDITIONS OF CREDIT

(Hereinafter referred to as the agreement)

The Terms and Conditions of Sale and Repair are incorporated into this agreement and shall apply to all sales and repairs made on credit.

“The goods” means the goods and services indicated on any Morritt Parts forms, price lists, quotations, orders or invoices.

The headings in this document are inserted for convenience and shall not be taken into account for the purpose of interpreting this document.

Each of the terms shall be separate and divisible and if any such terms or conditions become unenforceable for any reason whatsoever, then that term or condition shall be severable and shall not affect the validity of any of the other terms and conditions which remain of full force and effect.

The singular shall include the plural; any gender includes the other genders; natural persons include artificial persons (including trusts) and vice versa.

1. PARTIES

1.1 Morritt Parts and the person applying for credit in terms of this credit application, hereinafter referred to as the customer.

2. RIGHT TO REFUSE APPLICATION FOR CREDIT

2.1 Morritt Parts reserves the right to refuse any Customer's application for credit in its sole discretion based on its credit risk analysis and shall not be obliged to give reason for its refusal unless reasons are requested in terms of section 62 of the National Credit Act.

3. WITHDRAWAL OF CREDIT FACILITIES

3.1 Morritt Parts reserves the right to withdraw any credit facilities granted by Morritt Parts to the customer, at any time without prior notice to the Customer and the nature and extent of such facilities shall at all times be in Morritt Parts' sole discretion.

4. NEGOTIABLE INSTRUMENTS

4.1 Acceptance by Morritt Parts of a negotiable instrument shall not be deemed to be a waiver of Morritt Parts' rights under this agreement. In relation to cheques furnished by the Customer to Morritt Parts, the customer waives its right to insist on notice of dishonour or protest being given to it in the event that the cheque is dishonoured.

5. LEGAL PROCEEDINGS

5.1 The parties consent to the jurisdiction of the Magistrates Court for any litigation arising from this agreement.

5.2 In the event of Morritt Parts instituting legal proceedings against the Customer for a breach of its obligations in terms of this credit agreement, or for damages in the event of the cancellation of this credit agreement by Morritt Parts pursuant to such breach, then the Customer shall be liable for all legal costs incurred by Morritt Parts on the attorney and own client scale including collection charges and tracing agents' fees.

5.3 A certificate under the hand of any director or manager of Morritt Parts, (whose authority need not be proved), in respect of any indebtedness of the Customer to Morritt Parts or in respect of any other fact, including but without limiting the generality of the foregoing the fact that such goods were sold and delivered, shall be prima facie evidence of such other fact and prima facie evidence of the delivery of the goods.

5.4 The Customer's physical address referred to on the front page of this document shall be its domicilium citandi et executandi for all purposes in terms of the credit agreement.

6. ARBITRATION

6.1 Morritt Parts at its sole option shall be entitled to refer any dispute arising from or in connection with this credit agreement to arbitration, the award by the arbitrator being binding on both Morritt Parts and the Customer.

7. CESSION OF BOOK DEBTS

- 7.1 The customer hereby cedes to Morrirt Parts all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and how so ever arising which the Customer may now at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("the Customer's debtors") without exception Morrirt Parts a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter become owing by the Customer to Morrirt Parts.
- 7.2 Should it transpire that the Customer at any time entered into a prior deed 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 of this cession, then this cession shall operate as a cession of all the Customer's reversionary rights.
- 7.3 Notwithstanding the term 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 Morrirt Parts behalf and provided further that Morrirt Parts shall at any time be entitled to terminate the Customer's rights to collect said monies/debts.

8. ASSIGNMENT

- 8.1 The Customer shall not be entitled to cede any of its rights nor delegate any of its obligations under this agreement.
- 8.2 Morrirt Parts shall be entitled to cede its rights in terms of the credit agreement to any third party on written notice to the Customer who hereby consents thereto.

9. GENERAL

- 9.1 No amendment to, variation of, or consensual cancellation of any of the terms and conditions of the credit agreement shall be of any force or effect unless reduced to writing, signed by the Customer and by the director or duly authorised representative of Morrirt Parts.
- 9.2 No relaxation or indulgence which Morrirt Parts may give at any time in regard to the carrying out of the Customer's obligations in terms hereof shall prejudice or be deemed to be a waiver of any Morrirt Parts rights in terms hereof.
- 9.3 The Customer expressly acknowledges that no warranties or representations have been made by Morrirt Parts and that this credit agreement has been made by the Customer on an arm's length basis, and no inducements have been offered by Morrirt Parts to it to apply for credit facilities from Morrirt Parts.

10. PERSONAL INFORMATION

- 10.1 The Customers understands that the personal information given in this credit application form is to be used by Morrirt Parts for the purpose of assessing his credit worthiness. The Customer confirms that the information given by him in his credit application form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, to ensure the accuracy of the above information, failing which Morrirt Parts will not be liable for any inaccuracies.
- 10.2 Morrirt Parts has the Customer's consent at all times to contact and request information from any persons, credit bureau or businesses, including those mentioned in the credit application form and to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 10.3 The Customer agrees and understands that information given in confidence to Morrirt Parts by a third party on the Customer will not be disclosed to the Customer.
- 10.4 The Customer hereby consents to and authorizes Morrirt Parts at all times to furnish credit information concerning the Customer's dealings with Morrirt Parts to a credit bureau or National Credit Regulator and to any third party seeking a trade reference regarding the Customer in his dealings with Morrirt Parts.

11. DOMICILIUM

- 11.1 Morritt Parts nominates as its domicilium citandi et executandi the address reflected on the facing page of this Agreement at which address it will accept service of all notices, pleadings and correspondence.
- 11.2 The Applicant nominates as its domicilium citandi et executandi the address reflected in the information schedule identified as the domicilium address of the Applicant, at which address it will accept service of all notices, pleadings and correspondence.
- 11.3 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 11.4 Any party may, by notice to any other party change the physical address chosen as its domicilium citandi et executandi to another physical address or its telefax number, provided that the change shall become effective vis-à-vis that addressee on the 7th business day from the receipt of the notice by the addressee.
- 11.5 Any notice to a party:
- 11.5.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at the address chosen as its domicilium citandi et executandi shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
 - 11.5.2 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 sent by telefax or e-mail to its chosen telefax number or e-mail address shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 11.6 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.

12. PRICE AND PAYMENT

- 12.1 The price of the goods reflected on Morritt Parts Pricing Notification; alternatively, Morritt Parts price lists; alternatively, Morritt Parts statement of account, shall be the amount for which the Applicant remains liable to Morritt Parts.
- 12.2 The prices for the provision of Goods and/or Services are those prices which apply to any new order, it being recorded that no retroactive price modification may take place.
- 12.3 Morritt Parts reserves the right to vary the price of its goods from time to time, subject to reasonable notice to the Applicant.
- 12.4 Pricing Notifications remain valid for a period of 30 (thirty) calendar days from the date of the Pricing Notification, or until the date of issue of a new Pricing Notification in respect of the range of goods, whichever occurs first. All Pricing Notifications are subject to availability of the goods.
- 12.5 Prices in the Pricing Notification may be changed at any time before acceptance by the Applicant.
- 12.6 The price of the goods sold to the Applicant is not subject to any discounts and/or rebates unless otherwise agreed in writing by Morritt Parts.
- 12.7 Payment terms are strictly Cash in Advance (CIA) save for where the Applicant is a credit approved Applicant, in which case the Applicant shall become liable to effect payment for the goods by no later than the end of the month in which Morritt Parts has submitted its invoice, or 30 (thirty) days from the date appearing on Morritt Parts statement, whichever is the later. Statements/Invoices shall be provided in writing to the Applicant on a monthly basis at the end of every month, the format of which shall comply with the provisions of the Credit Act.
- 12.8 Should the Applicant fail to pay any amount outstanding on the due date or make payment in an amount less than that due, Morritt Parts shall be entitled forthwith to demand that the whole amount then outstanding in respect of all purchases made by the Applicant (irrespective whether the sum is due for payment or not) shall immediately become due, owing and payable.

- 12.9 The Applicant agrees that interest shall accrue in arrears on all overdue amounts at the rate equivalent to the prime lending rate plus 4% (four percent) compounded monthly as charged by Morritt Parts bankers; alternatively the maximum rate of interest as prescribed in terms of Section 40 (2) (c) as read with Section 42 of the regulations to the Credit Act under Government Notice 713 of 1 June 2006, or any such additional regulations pertaining to the maximum rate of interest as may be promulgated from time to time, whichever is the higher.
- 12.10 With respect to all payments received from the Applicant, these monies shall be utilised first to satisfy any due or unpaid interest charges, thereafter any due or unpaid fees or charges, and lastly the capital amount outstanding by the Applicant.
- 12.11 In the event of:
- 12.11.1 The insolvency on the part of the Applicant or any application made for the winding up of the Applicant.
- 12.11.2 The Applicant having been placed under Business Rescue or compromising or attempting to compromise with its creditors.
- 12.11.3 Any Judgment having been taken against the Applicant which Judgment the Applicant has not satisfied within 21 (twenty one) days thereof.
- 12.11.4 Morritt Parts reasonably believing that the Applicant is unlikely to be in a position to make payment to Morritt Parts of any Goods delivered; the Applicant shall be obliged to make payment of all amounts outstanding to Morritt Parts, irrespective whether the date for payment of such amounts has fallen due.
- 12.12 Upon receipt of a written request from the Applicant for the amount required to settle any amount outstanding to Morritt Parts, Morritt Parts shall within 5 (five) days of receipt of such request provide the Applicant with a written settlement figure.
- 12.13 In circumstances where a dispute has arisen regarding whether Morritt Parts has delivered Goods in terms of the purchase order placed upon it, the Applicant shall, notwithstanding that the dispute has not yet been resolved, be obliged to pay the amount reflected on Morritt Parts invoice when the time for payment falls due. Should after resolution of the dispute, any refund and/or credit be due to the Applicant, Morritt Parts shall at the Applicant's election either credit the Applicant with the amount so determined or provide replacement Goods to the value of the stipulated credit.

13. SET OFF

In the event of Morritt Parts becoming indebted to the Applicant in any manner whatsoever, Morritt Parts may affect setoff of such indebtedness against any monies which may be or become owing by the Applicant to Morritt Parts. The Applicant shall have no corresponding right to affect a setoff against any amount owing by it to Morritt Parts.

14. CANCELLATION AND EXTENSION OF CREDIT FACILITIES

- 14.1 Morritt Parts shall where the Applicant has breached any provision of this agreement and failed to rectify such breach within 14 (fourteen) days after receipt of written notice calling upon it to do so, be entitled to revoke the credit terms of the Applicant. Where the Applicant's credit terms have been revoked, the Applicant shall become liable to effect payment for all goods upon delivery thereof.
- 14.2 Morritt Parts may increase the Applicant's credit limit:
- 14.2.1 at the instance and request of the Applicant, but provided that Morritt Parts is satisfied that the Applicant has the ability to meet its obligations under the increased credit facility in the manner more fully contemplated under Section 81 of the Credit Act.
- 14.2.2 unilaterally at the instance of Morritt Parts, provided that Morritt Parts notified the Applicant of the intended increase, and the Applicant has in writing consented thereto.

15. ORDERS

- 15.1 The Applicant shall be obliged to reduce all orders for the purchase of goods to writing and shall be obliged to deliver all orders to Morritt Parts at Morritt Parts nominated address, alternatively facsimile numbers, alternatively e-mail address, provided to the Applicant, or such other address, facsimile number or e-mail address as Morritt Parts may from time to time advise the Applicant.

- 15.2 Notwithstanding the provisions of 15.1, Morritt Parts retains a discretion to determine whether to act on an oral order in which case the Applicant shall nevertheless remain bound by these terms and conditions.
- 15.3 In the event of any order being given to Morritt Parts on an order form reflecting the Applicant's name as the entity from which the order emanates, 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 authorized by the Applicant.
- 15.4 Once Morritt Parts is in receipt of the Applicant's order, the Applicant shall have no further right to cancel the order, irrespective whether such order is in respect of the performance of a service or the provision of any Product. Morritt Parts may however, in its sole and absolute discretion consider any request for the modification or cancellation of an order made by the Applicant to Morritt Parts, provided the request is made in writing and has been communicated to Morritt Parts prior to performance of the services and/or the manufacture and/or the shipment of any Product.
- 15.5 Where Morritt Parts agreed to the modification or cancellation of an order, any deposits or payments made prior to such modification or cancellation can only be returned in their equivalent value in Goods. The Applicant agrees that it will never be entitled to a refund of any monies so paid.
- 15.6 The first order placed by the client must be paid before delivery of the goods. All subsequent orders will be subject to the 30 day payment arrangement as agreed to 12.7 above.

16. RESERVATION OF OWNERSHIP

- 16.1 Ownership in all the goods sold and delivered shall remain vested in Morritt Parts until:
- 16.1.1 the full purchase price has been paid.
 - 16.1.2 the Applicant has rectified any breach by it of any of the terms and conditions of this Agreement.
- 16.2 Ownership in the goods shall in any event remain vested in Morritt Parts where the Applicant has failed to effect payment of the purchase price or any other amounts outstanding to Morritt Parts, or where:
- 16.2.1 the Applicant has committed a breach of any of the terms and conditions of this agreement; or
 - 16.2.2 at the request of Morritt Parts the Applicant shall be obliged to provide Morritt Parts with full details of the Goods and the location where the Goods are stored, and where applicable, allow Morritt Parts to retake possession of the Goods.
- 16.3 The Applicant shall inform the landlord of the premises at which the Goods are kept that such Goods shall remain the sole and absolute property of Morritt Parts until such time as the Applicant has made payment of the full outstanding purchase price.

17. WARRANTIES AND INDEMNITY

- 17.1 The Applicant shall never have any claim against Morritt Parts for any breach of this Agreement, resulting in any loss arising from any non or defective delivery of Goods, or any loss, damage or theft of Goods, including any loss of profit or income arising therefrom, and due to any act or omission by Morritt Parts unless such non or defective delivery, or loss, damage or theft was caused by any grossly negligent or deliberate act or omission on the part of Morritt Parts.
- 17.2 Morritt Parts shall never be liable for any consequential loss or damage suffered by the Applicant, howsoever caused.
- 17.3 In circumstances where Goods are conveyed by customer nominated couriers, and are damaged in transit, all claims must be directed to the customers appointed courier. Similarly, any short deliveries must be claimed direct from the customers appointed courier. Wherever possible, Morritt Parts will assist the Applicant to obtain settlement of a disputed claim.
- 17.4 Insofar as any of Morritt Parts obligations under this agreement are carried out by any of its employees, agents, sub-contractors, suppliers or the like, the provisions of this clause 11 and the indemnities provided herein shall apply mutatis mutandis to such parties.
- 17.5 The Goods are warranted for 6 (six) months against any manufacturing defect and any defect arising from their normal use commencing from the time of delivery of the Goods.

- 17.6 Services rendered carry no guarantee whatsoever.
- 17.7 All guarantees are immediately null and void, should the Goods be used outside Morritt Parts specifications, or for any purpose other than in their normal use.
- 17.8 To be valid, guarantee claims must be supported by the original tax invoice, and the Goods must be in their original packaging.
- 17.9 No warranties, other than those provided in any supplier contract, express or implied, shall apply. Morritt Parts specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance, made by employees of Morritt Parts shall be considered to be a warranty or binding on Morritt Parts. Any such statements made shall not give rise to any liability of whatsoever nature on the part of Morritt Parts.
- 17.10 Under no circumstances will Morritt Parts be liable for any damage arising from any misuse of the Goods supplied and/or Services rendered.

18. BREACH

- 18.1 Notwithstanding the provisions of clause 12, where the Applicant has breached any term of this Agreement and failed to rectify such breach after receipt of a notice affording the Applicant a period of 14 (fourteen) days within which to do so or has failed to make payment of any outstanding amount which is due, and notwithstanding any other remedies afforded to Morritt Parts in terms of this Agreement. All amounts outstanding by the Applicant (and whether or not due for payment) shall immediately become due, owing and payable; and
- 18.2 Where the Applicant has failed to rectify its breach and the notice period afforded it in 12.1 has elapsed, Morritt Parts shall, notwithstanding any other remedies afforded it in terms of this Agreement, be entitled to proceed with legal action against the Applicant in South Africa, and in this regard:
- 18.2.1 The parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 (as amended) in respect of any such action to be instituted, despite the monetary value.
- 18.2.2 All legal costs incurred by Morritt Parts in enforcing its rights in terms of this Agreement shall be paid for by the Applicant on the scale as between attorney/own client, and in addition the Applicant agrees that it shall always remain liable for the cost of any tracing and collection fees incurred in the prosecution of any action.
- 18.3 A certificate signed by any director, member or accounting officer of Morritt Parts setting out the amounts due and owing by the Applicant to Morritt Parts, at any time, shall constitute prima facie proof of the amount stated therein, for the purpose of all legal proceedings, including the institution of provisional sentence proceedings, or an application for summary judgment.

19. DELIVERY

- 19.1 While Morritt Parts will endeavour to meet the delivery times so recorded and/or agreed to, Morritt Parts does not guarantee that the Goods and/or Services so ordered will be delivered and/or provided within the period recorded in any acknowledgement of order. The Applicant shall have no right of action against Morritt Parts in respect of any loss it may suffer by reason of any non-delivery or non-compliance by Morritt Parts with the delivery times recorded in any acknowledgement of order, nor may the Applicant cancel any order by reason of any such delay or non-delivery.
- 19.2 Unless arrangements have been made to the contrary, delivery shall be made to the Applicant at Morritt Parts premises. To this end, delivery to the Applicant shall be deemed to have occurred:
- 19.2.1 when the goods are set aside by the Applicant or its agent at Morritt Parts premises; or
- 19.2.2 where Morritt Parts has undertaken delivery, Morritt Parts shall be entitled at its discretion to levy a delivery fee payable by the Applicant which fee shall be added to and reflected on Morritt Parts invoices and statements of account.
- 19.2.3 where delivery of the Goods to the Applicant is not to be affected at Morritt Parts premises, then:

19.2.4 where Morritt Parts has utilised its own delivery vehicles, delivery shall be deemed to have taken place once the Goods have been off-loaded at the designated premises (provided that if the Applicant's employees/agents assist with the off-loading of the Goods from Vendor's vehicle, delivery shall be deemed to have occurred once Morritt Parts vehicle arrives at the Applicant's designated premises). Where the Applicant has utilised its own vehicle or those of a designated third party including that of a courier to secure delivery of the goods to the delivery address, Morritt Parts shall be deemed to have effected delivery of the goods when the Applicant or its representative have loaded the Goods onto their vehicles, alternatively that of the courier vehicle.

19.3 All risk in and to the Goods shall pass to the Applicant on delivery.

19.4 It shall always remain the responsibility of the Applicant to ensure that delivery of the Goods is able to be effected at the delivery address. If for whatever reason Morritt Parts is unable to deliver the Goods at the delivery address, the Applicant shall become liable to pay all costs incurred by Morritt Parts in:

19.4.1 securing re-delivery of the Goods to its premises; and

19.4.2 effecting an additional delivery of the Goods to the Applicant's delivery address

These costs shall be payable immediately upon receipt of Morritt Parts invoice.

19.5 The person signing the delivery note shall be deemed to have the necessary authority to represent the Applicant. The Applicant agrees that such signature shall create a rebuttable presumption that:

19.5.1 the correct quantity of goods has been delivered.

19.5.2 that in all other respects, the Goods delivered comply with the order placed by the Applicant upon Morritt Parts.

19.5.3 the Goods were delivered in a proper and satisfactory condition and free of any defects.

19.6 Where the Applicant has not made a representative available to sign the delivery note, then and in such event an unsigned delivery note shall constitute sufficient proof of delivery.

19.7 Where Morritt Parts has made delivery to the Applicant in part, each part shall be deemed a part of the original order and non-delivery or delay in delivery of any part shall not affect the balance of the order or entitle the Applicant to cancel the order.

19.8 If the Applicant fails to object to any item appearing on Morritt Parts Invoice or Statement of Account within 14 (fourteen) days of the dispatch by Morritt Parts of its statements, the account shall be deemed to be in order.

19.9 Notwithstanding any agreement to the contrary, Morritt Parts obligation to deliver the Goods shall in all cases be subject to the following further conditions:

19.9.1 the availability to Morritt Parts of sufficient quantities of the Goods ordered;

19.9.2 the compliance by the Applicant with all the provisions of this Agreement.

Signed at _____ on the _____ day of _____ 20 _____

*Signature of the customer or its duly
 authorised representative*

1. Witness _____

2. Witness _____

Morritt Parts (Pty) Ltd

TERMS AND CONDITIONS OF SALE AND REPAIR

(Hereinafter referred to as the agreement)

1. PARTIES

1.1 Morritt Parts Pty Ltd, hereinafter referred to as Morritt Parts, and the person to whom this invoice is addressed is hereinafter referred to as the Customer.

2. SALE PAYMENT TERMS

2.1 All goods ordered by the Customer shall be invoiced for upon those goods being in stock. If any goods are placed on back order by Morritt Parts, the Customer shall be invoiced for those goods as soon as available and shall be obligated to take delivery of and pay for those goods.

2.2 Payment is to be made by the Customer within 30 (thirty) days of statement.

2.3 Interest of 2% per month, compounded monthly in arrears, will be levied on amounts overdue.

2.4 All prices reflected on the invoice are nett of VAT and any other applicable charges.

2.5 Morritt Parts reserves the right to increase the price of goods ordered but not yet delivered.

2.6 In order to be assessed, complaints regarding errors in dispatch must be laid within 7 calendar days of the date of delivery.

2.7 In order to be assessed, complaints regarding invoices must be laid within 7 calendar days of the date of invoice.

3. REPAIR PAYMENT TERMS

3.1 Payment is to be made within 30 (thirty) days of statement.

3.2 Interest of 2% per month, compounded monthly in arrears, will be levied on amounts overdue.

3.3 Storage fees of 1% per month, compounded monthly in arrears, will be levied on repaired goods not collected within 7 calendar days of the date of invoice.

3.4 Morritt Parts will endeavour to seek pre-authorisation for repair costs over R 5,000 but reserves the right to effect repairs should it not be able to contact the Customer for any reason.

3.5 Should Morritt Parts not receive payment within 120 (one hundred and twenty) days of invoice, the Customer hereby grants Morritt Parts or its legal agent a power of attorney to sell the goods repaired in order to recover payment of its invoice.

4. RISK AND OWNERSHIP

4.1 Ownership of any goods sold by Morritt Parts to the Customer shall remain vested in Morritt Parts until date of payment in full of the invoice, including any interest and storage fees levied thereon.

4.2 Risk of loss, damage or destruction in and to the goods will vest in the Customer upon ordering the goods.

5. DELIVERY

5.1 Upon signature of invoice, the Customer is deemed to have taken delivery of the goods.

5.2 All goods are deemed to have been accepted as being fit for their purpose upon signature by the Customer or its agent of invoice.

Initial

6. FORCE MAJEURE AND TERMINATION

6.1 Morritt Parts reserves the right to cancel any order for any reason beyond its control whatsoever of if the Customer breaches any terms of this agreement of sale or repair, whichever is applicable, or if Morritt Parts suspects that the Customer will be unable to pay for its debts for any reason whatsoever.

7. INDEMNIFICATIONS

7.1 The parties specifically agree that should the Customer export the goods to any other country, the Customer holds Morritt Parts harmless against any claim for tax or duties applicable thereon.

7.2 Under no circumstances will Morritt Parts be liable for any loss or damage arising out of this agreement of sale or repair.

8. WARRANTIES

8.1 Unless otherwise agreed in writing between the Parties, Morritt Parts warrants the goods for a period of 6 months from the date of invoice or for 1000 hours of use, whichever event occurs first in time.

9. TRADE-INS

9.1 The Customer warrants that any goods traded to Morritt Parts in part or full discharge of the Customer's obligations under this agreement are the property of the Customer, are fully paid for and that no third party has any claim, lien, right of retention or preemptive right in respect of the goods.

10. GENERAL

10.1 No variation of this agreement shall be valid and binding unless reduced to writing and signed by both parties.

10.2 The Customer consents to the jurisdiction of the Magistrates Court for the resolution of any dispute arising from this agreement.

Signed at _____ on the _____ day of _____ 20 _____

1. Witness

*Signature of the customer or its duly
 authorised representative*

2. Witness
