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Reg No: 2010/167256/23

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www.mizoserve.co.za

Bank : First National
Branch : Fourways
Code : 2516555
Name : Mizoserve cc
Account : 62450992203

MIZOSERVE CC ("MIZOSERVE") COD APPLICATION

Applying for

COD FACILITY

Payment method

CASH

EFT

NB (No cheques accepted)

CUSTOMER DETAILS ("APPLICANT")

Business name _____
Delivery address _____

VAT number _____
Cell number _____
E-mail address _____

Co. Reg No _____
Postal address _____

Telephone no _____
Fax no _____

PERSON JOINTLY AND SEVERALLY LIABLE FOR PAYMENT ("SURETY")

Name _____
Home address _____

E-mail address _____

Surname _____
ID no. _____
Telephone no _____

BANKING DETAILS

Account name _____
Branch _____
Account number _____

Bank _____
Branch code _____

PLEASE PROVIDE US WITH THE FOLLOWING DOCUMENTS (FAILING TO DO SO WILL DELAY APPLICATION):

- 1) Copy of ID - certified
- 2) A cancelled cheque
- 3) Proof of residence/business
- 4) Copy of VAT Registration or Tax Clearance Certificate

TERMS AND CONDITIONS:

- 1) All quotations shall be valid for acceptance during the period stated in/on each respective quotation and may be withdrawn prior to acceptance. In the event of the order being placed after the expiry of the quotation's validity, the order shall be subject to Mizoserve's written confirmation.
- 2) The price of the goods or services will be the price as indicated on Mizoserve's current pricing structure on the date of delivery of the goods or on such date that the services are rendered to the Applicant. Delivery shall be completed when goods are off-loaded at their destination if the goods are to be transported by means of Mizoserve's vehicle or when the goods are loaded if the goods are to be transported by the Applicant. All delivery dates are estimations and Mizoserve shall not be liable for late delivery unless specifically agreed in writing.
- 3) In event of any order being given to Mizoserve 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 authorised by the Applicant.
- 4) Goods correctly supplied by Mizoserve to the Applicant may, at Mizoserve's discretion, only be returned if they are unused and in a resalable condition. Returned goods will not be refunded – the Applicant will receive a credit. Mizoserve reserves the right to charge a 10% (ten) percent handling fee on the invoice price of the goods returned.
- 5) Mizoserve's liability to the Applicant for any damages sustained by the Applicant from any cause whatsoever, including any damages arising out of Mizoserve's negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstances be limited to the replacement of goods.
- 6) Should the Applicant fail to effect any payment to Mizoserve, as and when it becomes due, the Applicant consents and authorises Mizoserve to furnish the Applicant's name, credit record and default history to any credit bureau, to cancel this agreement, to immediately retake possession of the goods and to claim damages against the Applicant.
- 7) The Applicant agrees to be liable for interest on any late payments at prime plus 5% (five) percent, and legal costs on the attorney-and-own-client scale and collection charges including tracing costs which may arise out of Mizoserve enforcing any of its rights under the agreement
- 8) If Mizoserve fails to perform in full, it shall nevertheless be entitled to payment in respect of goods manufactured or supplied, and services rendered. Notwithstanding the delivery of any goods to the Applicant, ownership shall not pass until payment has reflected in full in Mizoserve's bank account.
- 9) I, do, in addition to the above, hereby bind myself in my private and individual capacity as surety and co-principal debtor *in solidum* with the Applicant in favour of Mizoserve for the due performance of any obligation of the Applicant and for the payment to Mizoserve by the Applicant of any amounts which may at any time become owing to Mizoserve by the Applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against the Applicant acquired by way of cession. This suretyship shall be a continuing covering guarantee/suretyship which may only be cancelled, in writing, by Mizoserve and only, provided that all sums then owing by the Applicant (whether due or not) to Mizoserve have been paid in full. I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular, notwithstanding the reference to a credit limit, be the full amount owing by the Applicant to Mizoserve at any time and not be limited as to the amount or in any other manner whatsoever. I hereby renounce the benefit of the legal exceptions of exclusion, division, cession of action and being sued together with the force, meaning and effect of which I declare myself to be fully acquainted.
- 10) The Applicant and the surety choose the delivery address of the Applicant above as their *domicilium citandi et executandi* where any notice arising out of this agreement may be served.

Signed by Applicant _____

Print full name _____

Signed by Surety _____

Print full name _____

Witness _____

Print full name _____

Date _____

Location _____

For office use

Rep Code:

Order day:

Price List

Approved by: _____

Date: _____