



Address : 10 Gold Street Northgate Estate Brooklyn Cape Town

Mail : info@syntech.co.za

Website : www.syntech.co.za

Tel : 086 127 4244 / 021 514 5300

Reg. No :2002/035613/23 Vat No:4950206773

Dear Applicant,

The following items MUST accompany the original Reseller Application

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1. Copy of Directors / Members / Partners ID Document
2. Cancelled Cheque
3. Copy of Company Registration Forms
4. Signed Reseller Application: MUST BE SIGNED by Members of a CC, or Directors of a (Pty) Ltd i.e. Legal Representatives.

PLEASE NOTE:

1. All initial purchases will be COD until cover is approved by Financial Director.
2. The original application form is needed to complete application. Please ensure that every page is initialed and the last page signed by the legal representatives of the company.
3. We require IT related trade references (other IT companies you buy from), COD accounts included.
4. Faxed or emailed applications will be accepted; however the original documents are required for Credit Guarantee (C.G.I.C.), either post or deliver them.

Thank you,

Postal Address:

Syntech
PO Box 2611
Clareinch
Cape Town
7740

Physical Address:

Syntech
10 Gold Street
Northgate Estate
Brooklyn
Cape Town
7405

Tel: 086 127 4244/ 021 514 5300

Tel: 086 681 8996

www.syntech.co.za

Member/Director Initials _____



Company Detail

Trading Name of Business: _____

Registered Name of Business: _____

Nature of Business: _____

VAT Registration Number: _____

Corporation Registration Number: _____

Contact Details

Postal Address: _____

Postal Code: _____

Physical Address: _____

Postal Code: _____

Delivery Address: _____

(please specify if different to physical)

Postal Code: _____

Telephone #: _____ Fax #: _____

Email: _____ Website: _____

Details of Directors / Members / Partners

1) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

2) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

3) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

Member/Director Initials _____



Personnel Contact Details

Sales Manager / Authorised Purchaser:

Full Name: _____ Email: _____

Sales Representatives

Full Name: _____ Email: _____

Full Name: _____ Email: _____

Full Name: _____ Email: _____

Marketing Personnel

Full Name: _____ Email: _____

Full Name: _____ Email: _____

Financial Details

Financial Personnel

Financial Director:

Tel #: _____ Fax #: _____

Email: _____

Account Payer:

Tel #: _____ Fax #: _____

Email: _____

Accountant/Auditor:

Tel #: _____ Fax #: _____

Email: _____

Company Bank Details

Name of Bank: _____

Account Name: _____

Account Number: _____

Branch: _____ Branch Code: _____

Account Type: _____

Member/Director Initials _____



Trade Terms and References

Trade Terms

Credit Terms required: _____

Credit Amount required p/mth: **R** _____

Trade References

1) Company Name: _____

Contact person: _____ Tel #: _____

Credit Terms: _____ Credit Limit: **R** _____

2) Company Name: _____

Contact person: _____ Tel #: _____

Credit Terms: _____ Credit Limit: **R** _____

3) Company Name: _____

Contact person: _____ Tel #: _____

Credit Terms: _____ Credit Limit: **R** _____

“The signatory hereby accepts the terms and conditions of sale contained in this reseller application on behalf of the abovementioned customer, and warrants that he is duly authorized to do so, in terms of the said Terms and Conditions of Sale, and hereby warrants that he has read and understood the said Terms and Conditions. I hereby certify that all above information is correct.

Signed: _____ Date: _____

Printed Full Name: _____

Designation: _____

Witness 1:

Signed: _____ Date: _____

Printed Full Name: _____

Witness 2:

Signed: _____ Date: _____

Printed Full Name: _____



Terms & Conditions

- 1 These terms and conditions:-
 - 1.1 represent the entire Syntech trading conditions and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Syntech
 - 1.2 will govern all future contractual sales relationships between the parties whereby the Customer purchases goods or services from Syntech;
 - 1.3 are applicable to all existing debts between the parties;
 - 1.4 are final and binding and are not subject to an suspensive or dissolutive condition;
 - 1.5 expressly exclude any conflicting conditions stipulated by the Customer;
 - 1.6 supersede all previous conditions without prejudice to any securities or guarantees held by Syntech and
 - 1.7 apply to all servants, agents and subcontractors of Syntech.
- 2 The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of both the Customer and Syntech.
- 3 The Customer agrees that neither Syntech nor any of its employees will be liable for any innocent misrepresentations made to the Customer nor shall the Customer be entitled to resile from any contract on those grounds.
 - 3.1 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
- 4 All quotes will remain valid for a period of 24 hours from the date of the quote or until the date of issue of a new price, whichever occurs first. The validity of any price is subject to availability and to any increases in the cost price, including currency fluctuations, of Syntech before dispatch of goods.
 - 4.1 The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these conform in all respects to the quantity ordered and are free from any visible defects.
 - 4.2 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Syntech shall be prima facie proof that delivery was made to the Customer and are in accordance with the quantity reflected thereon.
 - 4.3 All orders and variations to orders are subject to these terms and conditions. Only written orders and variations to orders will be accepted by Syntech. This notwithstanding, Syntech may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Syntech however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.
 - 4.4 Syntech shall be entitled to split the delivery of goods ordered in the quantities and on the dates it decides with the prior consent of the Customer, which consent shall not be unreasonably withheld.
 - 4.5 Syntech shall be entitled to invoice and deliver each order separately.
 - 4.6 The risk of damage to or destruction of goods is passed to the Customer on signature of the delivery receipt upon delivery to the Customer or the Customer's nominated representative and the Customer undertakes to insure the goods fully, until paid for in full.
 - 4.7 In the case of repairs undertaken by Syntech, repair times given are merely estimates and are not binding on Syntech; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech. Syntech shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and/or delayed repairs.

Member/Director Initials _____

- 4.8 Syntech is hereby authorized to engage a third party on its behalf and on the terms deemed fit by Syntech to transport all goods purchased.
- 4.9 If the Customer chooses to engage in its own third party to transport the goods, the Customer indemnifies Syntech against any claims of whatsoever nature that may arise from such an agreement.
- 4.10 Delivery, installation, commencement and performance times given are merely estimates and are not binding on Syntech. Syntech warrants that it will use its best endeavor's to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech. Syntech shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery, tampering of installation, commencement or performance, unless the aforesaid has regard to circumstances within Syntech's reasonable control.
- 4.11 All goods invoiced out for evaluation, approval or on a demonstration basis by the Customer are deemed sold if not returned within 5 working days of issue.
- 4.12 All goods taken on consignment are deemed sold if not returned within 5 business days of issue.
- 4.13 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each attempt will immediately render the full prevailing price payable to Syntech.
- 5 Syntech warrants that the goods which have been supplied by the Company and delivered to the customer shall be free from defects and subject to the following:**
- 5.1 The company's warranty is effective for a period of six (6) months from date of purchase and the customer shall be entitled to either request a refund; replacement or repair of goods if goods are found to be defective within such period.
- 5.2 Products carrying more than 6 months warranty are backed by the manufacturer's international warranty.
- 5.3 The business further warrants that every new or reconditioned part installed during any repair or maintenance work, and the labour required, for a period of three (3) months from date of repair.
- 5.4 The aforementioned warranty shall immediately be rendered null and void in the event of any of the following:
- Failure to use the products in accordance with instructions and specifications;
 - Product been subjected to physical damage, abuse, misuse, alteration, neglect, tampering or improper maintenance;
 - Product has been serviced, repaired, installed by any person not qualified to do so;
 - The product is not accompanied by original Tax Invoice.
- 5.5 No returns will be accepted without an RMA number. Return Material Authorization (RMA) request form to be submitted online prior to returning any items for any reason. Please complete RMA application online on our website www.syntechsa.co.za. This number must be used as a reference for all matters relating. Our technical department will issue you with an RMA number which authorizes you to return one item per every RMA number. A full fault description must be completed to enable technical department to test and verify fault.
- 5.6 All defective merchandise returned to Syntech must be returned with all cables, power supplies, documentation etc.
- 5.7 Syntech is not responsible for the cost of returning any non-faulty products to Syntech offices. For your protection, please insure the package and ship via a traceable method. If on inspection, the product is found to be faulty, Syntech will reimburse the client the cost of delivery.
- 5.8 If any of the above conditions are not met, Syntech reserves the right either to refuse the return, or to charge a restock fee of not less than 15%.
- 5.9 Acceptance of Products: Syntech shall conduct incoming acceptance inspection as soon as possible on receipt of products.

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- 5.10 Warranty: Syntech's obligation is to repair or replace the defective product or furnish the client with a refund of the purchase price should they request same. There is no warranty for uninterrupted or error-free operation. There is no warranty for loss of data. We recommend that you regularly back up the data stored on your product to a separate storage product. There is no warranty for product with removed or altered identification labels and/or serial numbers. Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech shall be obliged to accept the return of any goods. The warranty is contingent upon the proper use in the application for which the product was intended, and does not cover product which has been modified in any manner, and /or has been subjected to physical damage, abuse, misuse, alteration, neglect, tampering, improper maintenance, or has been serviced, repaired, installed by unauthorized personnel.
- 5.11 Data Recovery is not covered under the warranty and is not part of the warranty process. Syntech's Technical department offers a standard data recovery service. Price will be quoted on request.
- 5.12 Products for Exchange or Credit: Product purchased directly from Syntech may be returned for exchange, excluding any shipping charges, within 7 days from invoice date. All merchandise returned to Syntech must be shipped in the original sealed packaging, same condition as sold, with all cables, power supplies, documentation, etc. A credit will be issued at the sole discretion of Syntech and is dependent on the condition of the items returned. A handling fee of 10% will be charged for any returns after 7 days from date of invoice, and Syntech reserves the right not to credit or exchange any items returned after 14 days from date of invoice. Goods not returned in a perfect condition, in original packaging with all accessories and manuals intact will be deemed sold. Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech shall be obliged to accept the return of any goods.
- 5.13 Products for exchange exclude any "Special Request Items" which cannot be returned under any circumstances, unless faulty.
- 5.14 If items are credited, it will be at the lesser value between selling price and current market price, and in addition, handling fees specified in point 5.12 above will apply.
- 5.15 Syntech will request copies of original invoice documents when a product is older than 24 months. Products will not be tested, repaired or replaced until such documentation has been received.
- 5.16 The customer hereby agrees that any item handed in for repair may be sold by Syntech to defray the cost of such repairs if the item remains uncollected within 60 days of the repairs being completed and the customer notified.
- 6 No claim under these terms and conditions will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given Syntech 30 days written notice by prepaid registered post to rectify any defect or breach of contract.
- 7 The Customer agrees to pay the amount on the Tax invoice at the offices of Syntech
(a) cash on demand; or
(b) if the Customer is a Credit Approved Customer, within the terms as reflected on invoice and/or statement issued by Syntech.
- 8 The customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Syntech, reduced to writing and signed by the Customer and a duly authorized representative of Syntech.
- 8.1 The Customer is not entitled to set off any amount owing to the Customer by Syntech against his debt.

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- 9 The Customer agrees that the amount due and payable to Syntech may be determined and proven by a certificate issued by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 9.1 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 10 The Customer agrees that interest shall be payable on any moneys due to Syntech at 2% per month above the Prime Overdraft rated quoted by First National Bank Ltd., which interests shall be calculated on a daily balance and capitalized monthly from the date the moneys fell due to payment. A certificate under hand of any manager of the First National Bank Ltd shall be prima facie proof of the interest rate charged nor shall it be necessary to prove the signature or capacity of such manager.
- 11 The Customer agrees that if an account is not settled in full
- (a) against order; or
 - (b) within the period agreed in clause 8 above in the case of a Credit Approved Customer; or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is being dissolved, or being a company or close corporation is placed under a provisional or final order of judicial management or liquidation, or compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if he commits or permits any act that may prejudice the rights of Syntech; then in any of these events Syntech may in its sole discretion either:
 - (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or
 - (ii) cancel the agreement and take possession of any goods delivered to the Customer, in a manner accorded by the laws of the Republic of South Africa, by giving the Customer written notice to that effect; or
 - (iii) claim damages. Furthermore, Syntech shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and Syntech. In the event of a breach and without restricting or revoking any other rights Syntech may have in law, Syntech shall have the right to claim from the Customer the following costs: if payment by cheque is referred to drawer for whatsoever reason, an amount of R130.00 excl VAT per affected cheque; if default necessitates the telephonic contact of the debtor by Syntech, an amount of not more than R80.00 excl VAT per call; if default necessitates a personal visit by Syntech, an amount of R100.00 per visit; Cost for issuing a Letter of Demand at R250.00 excl VAT; subject to the maximum costs recoverable in terms of the Magistrates Court Act 32 of 1944 as amended, Attorneys Act 33 of 1979 and Debt Collections Act 114 of 1998. These remedies are without prejudice to any other right Syntech may be entitled to in terms of this agreement or in law.
- 12 The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to Syntech instituting any proceedings arising out of this contract in the Magistrates Court for the district of Rondebosch otherwise having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. Syntech however reserves the right, in its sole discretion, to institute any action arising from this agreement in the High Court of South Africa.

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- 12.1 The Customer hereby waives the benefits of the legal exceptions of non numeratae pecuniae (No monies were advanced / received by the debtor), non causa debiti (Absence / No cause of debt), de errore calculi (Error in calculation), de duobus vel pluribus reis debendi (Two or more principle debtors jointly but not severally liable), review of accounts and no value received and hereby declares himself to be fully acquainted with the meaning of this waiver.
- 12.2 In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Syntech to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.

- 13 In the event of cancellation, the Customer shall be liable to pay
- (a) the difference between the selling price and the value of the goods at the time of repossession and
 - (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be prima facie proof of the value.
- 13.1 The Customer indemnifies Syntech completely against any damage whatsoever relating to the removal of repossessed goods.
- 13.2 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law, the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to Syntech.
- 14 All goods supplied by Syntech remain the property of Syntech until such goods have been fully paid for.
- 15 The Customer shall be liable to Syntech for all legal expenses (including collection fees) on the attorney own client scale incurred by Syntech in the event of
- (a) any default by the Customer or
 - (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.
- 16 The Customer agrees that no indulgences whatsoever by Syntech will affect the terms and conditions or any of the rights of Syntech and such indulgence shall not constitute a waiver by Syntech in respect of any of its rights herein. Under no circumstances will Syntech be stopped from exercising any of its rights in terms of these conditions.
- 17 Any document will be deemed duly received by the Customer within
- 17.1.1 3 working days of prepaid registered mail to any of the Customer's business or postal addresses or the domicilium address (service address) of the Customer or to the personal address of any director, member or owner of the Customer; or
 - 17.1.2 within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers;
 - 17.1.3 on being delivered by hand to the Customer or any director, member or owner of the Customer;
 - 17.1.4 within 48 hours if sent by overnight courier; or
 - 17.1.5 within 24 hours of being telexed to the Customer's telex number.
- 17.2 The Customer chooses as its domicilium citandi et executandi (Service address or the address at which legal notices are to be served) the business address as per the dealer application or such other address agreed upon between Syntech and the Customer.
- 17.3 The Customer undertakes to inform Syntech in writing within 7 days of any change of Director, Member, Shareholder or Owner address, or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.

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- 18 The customer agrees to the standard prices of Syntech for any goods purchased or services rendered, as published in its ruling price list.
- 19 The invalidity of any part of these terms and conditions will not affect the validity of any other part, each clause in this agreement being severable from the rest.
- 20 Any order is subject to cancellation by Syntech due to force majeure from any clause beyond the control of Syntech, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation. Page | 10
- 21 If at any time any amount of money due by the Customer to Syntech is overdue for payment, Syntech shall be entitled to suspend all deliveries to the Customer until all amounts are paid or, at the election of Syntech, to cancel all outstanding orders in either of which events the Customer shall have no claim against Syntech.
- 22 Prices are subject to change without prior notice.
- 23 The signatory warrants that he is the duly authorized representative of the Customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with Syntech.
- 24 This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 12.

Signed: _____ Date: _____

Printed Full Name: _____

Designation: _____



Surety

I / We, the undersigned;

(Hereinafter referred to as "the First Surety")
and

ID #:

(Hereinafter referred to as "the Second Surety")
and

ID #:

(Hereinafter referred to as "the Third Surety")

ID #:

by my / our signature(s), I / We hereby interpose and bind myself / ourselves jointly and severally unto and in favour of Syntech (hereinafter referred to as "the Credit Grantor") its orders or assign, as surety in solidum (each liable in full) as co-principal debtor with;

(Hereinafter referred to as "the Principal Debtor")

for the due and punctual payment by the principal debtor to the Credit Grantor of any amount, which is now, or, which may hereafter become owing by the principal debtor to the Credit Grantor from any cause of indebtedness however arising.

I / We accept the terms and conditions, as stated herein to be binding upon me / us and in the event of one paying the others to be released.

I / We renounce all the benefits of the legal exception; cessation of action, no cause of debt, exclusion; division, no value received and revision of accounts with the full force and meaning and effect which I declare to be fully acquainted with.

SIGNED at _____ on this _____ day of _____, 20 _____

As Surety and Co-Principal Debtor
First Surety

As Surety and Co-Principal Debtor
Second Surety

As Surety and Co-Principal Debtor
Third Surety



Marketing Survey

Syntech is committed to providing the best possible level of service to our partners, please take a minute to help us better understand your company's requirements.

How did you hear about Syntech? Tick all applicable

Syntech Reseller : Please specify _____

Friend /Acquaintance

Syntech Employee

Print Advertisement

Another Distributor : Please specify _____

Google Ads

Website

Other : Please specify _____

Which of the following best describes your business? Select one

Online Store

Retail Store- PC

Retail Chain

Retail Store- Apple

Service & Support Company

Distributor / Sub-Distributor

How many employees does your company have? Select one

1-5

20-50

6-10

>50

11-20

Who is your primary target market? Tick all applicable

Public consumers

Retail Stores

SMME / SOHO Clients

Service & Support Company

Corporate Clients

Government

What product categories do you have a requirement for? Tick all applicable

Flash

Computer Systems (eg. notebooks)

Components (excl. memory)

Networking

Memory

Software

Consumer Storage

Monitors/Displays

High End Storage

Peripherals & Accessories

Apple-related Products

CCTV

Member/Director Initials _____