



preferred
solutions

Head Office: CK Reg 2001/070451/23 VAT 4340196353

Training: CK Reg 2000/025291/23 VAT 4140190788

Gauteng: CK Reg 2006/002144/07 VAT 4949228879

Preferred Solutions Account Number (For Office Use Only): W - _____

CLIENT DETAILS – INFORMATION REQUIRED

Registered Name: _____
Trading as: _____
Registration Number: _____ Date of Incorporation: _____
VAT Number: _____

Type of Business (mark with X)

☐ Public CO ☐ Private CO ☐ Sole Proprietorship ☐ Partnership ☐ Branch ☐ Close Corporation

Nature of Business: _____
Registered Address: _____ Postal Code: _____
Postal Address: _____ Postal Code: _____
Delivery Address: _____ Postal Code: _____

Telephone Number: _____ Fax Number: _____
Email Address: _____

Details of Proprietors / Directors / Members / Partners

Full Name: _____ ID Number: _____
Residential Address: _____

Full Name: _____ ID Number: _____
Residential Address: _____

Name of Buyer: _____ Tel No: _____

Credit Controller: _____ Tel No: _____

Bank Details – To verify Electronic Transfers

Bank: _____ Branch: _____
Account Name: _____ Account Type: _____
Branch Code: _____ Acc Number: _____

Trade References

Company Name: _____ Tel No: _____
Address: _____

Company Name: _____ Tel No: _____
Address: _____

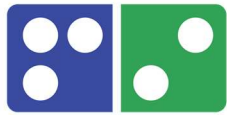
Acknowledgement:

I hereby certify that the above information is correct and that I accept the Terms and Conditions.

Signed: _____ Date: _____

Print Full Name: _____ Designation: _____

Please scan and email the signed document to admin@prefsol.co.za or fax to 086 589 3194



TERMS AND CONDITIONS

1. Unless otherwise agreed to in writing, Preferred Solutions will not accept any other terms of payment except for COD payments on goods and services sold. Should a credit facility not be granted in writing, then all goods purchased shall be strictly COD. Post-dated cheques will not be accepted, except by prior written arrangement.
2. Credit limits granted may not be exceeded without prior consent. Preferred Solutions reserves the right to change the credit limit at any time without notice and any amount over the credit limit will be supplied on a strictly COD basis. Unless otherwise agreed in writing, payment of goods purchased on credit must be made not later than 25th of the same month of invoice.
3. The Customer hereby acknowledges that should any amount not be paid on due date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any notice. The Customer shall, furthermore, pay interest on all overdue balances at a rate of 2% (two percent) per annum above the prime overdraft rate charged by Preferred Solutions bankers, compounded monthly.
4. In the event of Preferred Solutions instructing its attorneys to collect any overdue amount, all legal fee, collection charges and tracing agents' fees as between attorney and own client shall be borne by the Customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
5. The Customer hereby consent to the jurisdiction of the Magistrates Court in respect of all amounts or causes of action arising out of the sale and supply of goods even though the amount involved would normally exceed the jurisdiction of such a court.
6. Ownership of the said goods shall remain vested in Preferred Solutions until Preferred Solutions has received payment in full for the goods purchased, and the parties further agree that the risk shall pass immediately to the purchaser on delivery of all or any portion of such goods purchased and delivered.
7. Preferred Solutions shall not be responsible for any loss or damage howsoever caused to the property or person of the Customer or any third party as a result of any defect in merchandise whether patent or latent, and the Customer indemnifies Preferred Solutions against any claims made against it by any third party arising out of any such defects.
8. It is agreed that the Customer will be deemed to have inspected the merchandise on signing the delivery note. No representations, warranties other than those recorded herein have been made by or on behalf of Preferred Solutions. Preferred Solutions shall therefore not be liable for any defects in any of the merchandise so purchased, whether latent or patent.
9. A copy of the original invoice must accompany any product returned for credit. Full credit will be granted only if the product is returned in the original packing, complete and without damage in any way within 48 hours of delivery. Any product accepted for return for credit more than 48hrs from date of delivery will bear a handling charge of 10% per month. Goods returned after one week of carrying a broken seal will not be credited. The customer must ensure that an authorised agent of Preferred Solutions, confirms the identity, number, price and condition of any product returned by the customer in writing, and furthermore, that Preferred Solutions acknowledges receipt of such product in writing, upon return.
10. It is agreed that the address of Customers principal place of business shall be the domicilium citandi et executandi for all purposes, whether in respect of court process, notices or other documents or communications, of whatever nature.
11. Without derogating from the provisions of paragraph 11 unless the Customer advised us in writing within 7 days of delivery of the goods of any defects in the goods, the goods shall be deemed to have been delivered to the Customer in perfect condition and the Customer shall not be entitled to return the goods, or to claim a reduction of the purchase price on the grounds that the goods were defective.
12. A certificate by a director of Preferred Solutions shall be prima facie proof of delivery of the goods and the amount owing by the Customer to Preferred Solutions from time to time, inclusive of interest and legal costs respectively.
13. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation or consensual cancellation shall be of any force and effect unless reduced to writing and signed by both Preferred Solutions and the Customer.
14. The signatory/signatories, having renounced the benefits of excursion and division, hereby bind themselves (Jointly and severally) as surety and co-principal debtor in solidum with the Customer unto and in favour of Preferred Solutions, its order or assigns, for the due performance by the customer for all its obligations to Preferred Solutions.
15. The signatory hereby agrees to Preferred Solutions performing a credit search on the applicant's details via the trust Corporation (ITC) and record details of the applicant's way of handling their account to access credit worthiness.
16. Preferred Solutions promotes responsible and legal use of Open Source Software (OSS) and Proprietary Software and support the BSA's policy of **Promoting a safe and legal digital world**. BSA is the voice of the world's commercial software industry before governments and in the international marketplace. Its members represent one of the fastest growing industries in the world. **Using pirated software is against the law and if you are caught, you can face fines large enough to cripple your business.** The Department of Trade and Industry endorses the use of genuine, licensed software. Preferred Solutions will assist the customer in legalising pirated software. If the customer is not willing to legalise its software, Preferred Solutions reserves the right to render any service to the customer.
17. Preferred Solutions will not make or store any client data backup. It remains the responsibility of the clients to make their own backups.
18. Should any Customer employ an existing staff member of Preferred Solutions, or any ex-staff member within 6 months of the ex-staff member leaving Preferred Solutions, the Customer will be subject to a 17% placement fee of the staff/ex staff members annual package.
19. Preferred Solutions and its associated companies are fully compliant with the POPI Act. All client data and client personal information, as declared by the client, is handled within the framework of the POPI Act. No client information will be declared, distributed, or shared with any third party without the client's consent.
20. By signing the Terms and Conditions you agree that any and all the onsite services are chargeable by Preferred Solutions.

DATE: _____ SIGNATURE: _____

DESIGNATION: _____

NAME OF SIGNATORY ABOVE: _____

Please scan and email the signed document to admin@prefsol.co.za or fax to 086 589 3194