



Please complete this form **electronically** and email it to info@imcorp.co.za

## Partner Application & Agreement

Between  
Imaging Machines Corporation (Pty) Ltd (Reg No: 2006/003042/07) (Hereafter referred to as the 'Company')

And

### A. Company Details (Hereafter referred to as the 'Dealer')

[Complete electronically]

Trading Name of Business : \_\_\_\_\_

Registered Company Name : \_\_\_\_\_

Street Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City / Town : \_\_\_\_\_

Province : \_\_\_\_\_

Country : \_\_\_\_\_

Geographic Footprint : \_\_\_\_\_  
(Attach a location list for multiple branches)

Postal Address : \_\_\_\_\_  
\_\_\_\_\_

Landlord's Name and Address : \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Auditors/Accountant/Bookkeepers : \_\_\_\_\_  
\_\_\_\_\_

Company Telephone : \_\_\_\_\_ Fax: \_\_\_\_\_

Website : \_\_\_\_\_

Sales Contact Person : \_\_\_\_\_

Email : \_\_\_\_\_

Accounts Contact Person : \_\_\_\_\_

Email : \_\_\_\_\_

Head Office

Physical:  
38 Marine Drive  
Paarden Eiland  
Cape Town  
SOUTH AFRICA  
7405

Postal:  
Postnet Suite 111  
Private Bag x3  
Roggebaai  
SOUTH AFRICA  
8012

Phone:  
+27 (0)21 510 2216  
Fax:  
+27 (0)86 610 2417

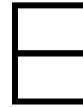
Email: info@imcorp.co.za  
Web: www.imcorp.co.za

Reg.No : 2006/00342/07



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Company Reg. Number : \_\_\_\_\_  
VAT Reg. Number : \_\_\_\_\_  
Business Description : \_\_\_\_\_  
Holding Company : \_\_\_\_\_  
Date established : \_\_\_\_\_



Business Type:  Partnership  Private Company  
 Public Company  Closed Corporation  
 Other (specify): \_\_\_\_\_

### B. Banking Details

Bank : \_\_\_\_\_  
Branch : \_\_\_\_\_  
Branch Code : \_\_\_\_\_  
Account Holder : \_\_\_\_\_  
Account Number : \_\_\_\_\_

### C. Trade References

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_



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## D. Directors / Members / Shareholder

Full Name : \_\_\_\_\_

Residential Address : \_\_\_\_\_

ID Number / Passport : \_\_\_\_\_

Position : \_\_\_\_\_

Professional Qualification : \_\_\_\_\_

Years in Sales : \_\_\_\_\_

Full Name : \_\_\_\_\_

Residential Address : \_\_\_\_\_

ID Number / Passport : \_\_\_\_\_

Position : \_\_\_\_\_

Professional Qualification : \_\_\_\_\_

Years in Sales : \_\_\_\_\_

Full Name : \_\_\_\_\_

Residential Address : \_\_\_\_\_

ID Number / Passport : \_\_\_\_\_

Position : \_\_\_\_\_

Professional Qualification : \_\_\_\_\_

Years in Sales : \_\_\_\_\_



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## General Terms and Conditions of Sale

The Company is the importer and supplier of Avison, Iris, Zeuschel, Inotec, Mekel, SMA, Microtek and ElarScan products

The dealer applicant is desirous of being appointed as a non-exclusive dealer of the Company to market and sell the company's products

1. All sales between the Company and the dealer shall be subject to these terms and conditions.
2. This agreement shall constitute the whole agreement between the parties and no amendment, alteration, addition or variation shall be of any force or effect unless reduced to writing and signed by both parties.
3. The dealer agrees that no undertaking or presentation of warranty, either explicitly or impliedly given orally or in writing which is not contained in this agreement shall be of any force or effect or binding against the company in any way.
4. No agent or employee of the company shall have the company's authority to alter or vary these conditions without the specific authorisation of a resolution of the board of directors of the company.
5. The purchase price in respect of all goods sold and delivered by the company to the dealer shall be paid in full prior to delivery. Payment shall be made strictly in accordance with the invoice presented to the dealer and shall be free of any deductions. Payment terms are strictly cash on confirmation of order. Payment can be made directly into Imaging Machines Corporation bank account, with banking clearance required prior to shipping of any items on the order. Post-dated cheques will not be accepted as payment.
6. The dealer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped.
7. Ownership to and in the products ordered remain vested in Imaging Machines Corporation until payment for the said order has been received and confirmed in full. Risk will pass immediately on delivery of the ordered products.
8. This agreement will commence on the date of signature by the company and will continue indefinitely thereafter unless it is terminated for reasons set out below. The company will be entitled to terminate this agreement immediately upon notice in writing to the dealer:
  - If there is no activity in the account for a period of six months
  - If the dealer fails to pay the company by the due date, any money due to the company in terms of this agreement
  - If the dealer does anything in contemplation of insolvency or a material change occurs in the management or control of the dealer's business; or
  - If the dealer fails to ensure that its business conforms to reasonable industry standards of business ethics or quality of service.
  - A judgment is taken against the dealer and remains unpaid for a period in excess of 14 days
  - The dealer breaches any other term of this agreement and fails to remedy such defect within 7 days written notice hereof
9. A certificate issued by the company shall be prima facie proof of the indebtedness of the dealer and shall be sufficient for the purpose of obtaining summary judgement or provisional sentence.
10. Should any dispute arise between the company and the dealer, the dealer hereby consents to the jurisdiction of the Magistrate's court or the High Court of South Africa.
11. The dealer agrees to pay the legal costs of the attorney and own client scale in the event of the company having to take legal steps to recover the indebtedness that the dealer may have to the company.
12. The dealer shall be liable to the company for interest, on all overdue accounts, at the rate of 2% (two per centum) above the prime lending rate of ABSA Bank Limited from time to time and agrees that such interest rate will accrue on all arrears amounts as from the date of invoice.



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13. The dealer chooses the address appearing on page 1 hereof as its chosen domicilium citandi et executandi for all purposes

14. The dealer shall only be permitted to attend to self-installation of the products on condition that the dealer's staff shall be certified by the Company to carry out the installation of the specific products according to the Company's standards and requirements. The dealer will be liable for all costs associated with the certification of the dealer staff, which shall include but not limited to all transport costs, accommodation, meals.

15. The dealer agrees that all support and warranty claims relating to the products will be made through the Company. Under no circumstances will the dealer contact the manufacturer of the products directly. All product requests and warranty claims in this regard will be processed through the Company.

### E. Signatures

I certify that the information contained in this application form is true and correct. I agree that the terms and conditions as specified in the Conditions of Sale, a copy of which is attached to this form, and any future amendments thereto, shall be binding on all dealings between the company and the applicant.

I further certify that I am duly authorised by the applicant to commit it to the terms and conditions of this application.

Dealer application accepted on behalf of the Dealer:

Duly Authorised Signature : .....

Date : .....

Name in Print : .....

Capacity : .....

Witness : .....

Name : .....

Date : .....

Witness : .....

Name : .....

Date : .....

Dealer application accepted on behalf of Imaging Machines Corporation:

Duly Authorised Signature : .....

Date : .....

Name in Print : .....

Capacity : .....