



RTS Trust Reg. No IT 1525/98
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 www.midland.co.za

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REPEATER & TRUNKING SYSTEMS

APPLICATION TO OPEN AN ACCOUNT

Please complete pages 1~5 and initial each page

REGISTERED NAME OF BUSINESS		
TRADING AS (IF APPLICABLE)		
BUSINESS POSTAL ADDRESS		
BUSINESS STREET ADDRESS *		
<i>*This is agreed to be the applicant's domicilium citandi et executandi where all notices and processes of court will be delivered and served.</i>		
TEL (INCL CODE)		
FAX (INCL CODE)		
E-MAIL		
VAT NO (PLEASE ATTACH A COPY)		
TYPE OF BUSINESS (PLEASE TICK APPROPRIATE BOX)	<input type="checkbox"/>	PUBLIC COMPANY
	<input type="checkbox"/>	PRIVATE COMPANY
	<input type="checkbox"/>	CLOSE CORPORATION
	<input type="checkbox"/>	PARTNERSHIP
	<input type="checkbox"/>	SOLE TRADER
	<input type="checkbox"/>	OTHER (SPECIFY)
REGISTRATION NO (IF CO. OR CC)		
PERIOD TRADING AS CURRENT BUSINESS	<input type="checkbox"/>	YEARS
	<input type="checkbox"/>	MONTHS
NAME OF HOLDING COMPANY (IF ANY)		

NAME & ID OF DIRECTORS/ MEMBERS/PARTNERS	1.		
	ID		
	2.		
	ID		
	3.		
	ID		
	4.		
	ID		
PAYMENT METHOD (PLEASE TICK APPROPRIATE BOX)		CASH	
		ELECTRONIC TRANSFER	
ESTIMATED PURCHASES	R	PER MONTH	
*CREDIT REQUIREMENT No PAGE 6 (dead of surety) – No Credit	R		
ICASA DEALER LIC NO (if applicable)			
BANK NAME			
BANK ACCOUNT NAME			
BANK ACCOUNT NUMBER			
BRANCH CODE			
AUDITOR NAME			
AUDITOR ADDRESS			
AUDITOR TEL			
THREE BUSINESS REFERENCES	1.	COMPANY	
		CONTACT	
		TEL	
	2.	COMPANY	
		CONTACT	
		TEL	
	3.	COMPANY	
		CONTACT	
	TEL		

TERMS & CONDITIONS

1. Application

- 1.1. These conditions apply to all contracts between RTS Trust t/a Midland-SA (hereinafter referred to as "the Company") and you, the Customer, and override all conditions stipulated by the Customer.
- 1.2. No variation of these conditions is permitted unless agreed in writing by the Company.

2. Price

- 2.1. The Price to be paid for the goods will be the Company price at the date when the goods are dispatched.
- 2.2. All prices are quoted in South African Rand. Customers are required to place orders in South African Rand.
- 2.3. All prices are quoted ex-works / ex-warehouse.
- 2.4. Prices may be revised with exchange rate fluctuations.

3. Payment

Cash Customers

- 3.1. Upon receipt of the Customer order, the Company will invoice the Customer along with the appropriate shipping charge.
- 3.2. Shipping within South Africa will be charged at a flat rate which may fluctuate at the discretion of the Company and in accordance with service provider price increases.
- 3.3. Shipping outside South Africa will be quoted on an individual basis.
- 3.4. Bulk orders may be eligible for certain discount and a request should be made by the Customer direct to the Company. (more than 50 items)
- 3.5. A detailed invoice with product and shipping costs will be sent to the Customer once the Company has received quotations from its service providers relating thereto.
- 3.6. Payment for the goods must be made and reflect on the Company's bank account prior to dispatch of goods.
- 3.7. Payment shall be made in South African Rand.
- 3.8. Failure to make payment within 30 days of date of invoice will result in the order being cancelled by the Company.
- 3.9. In the event of the Customer alleging any manifest error in any invoice submitted to it by the Company, the Customer shall be obliged to notify the Company of such error within 10 (ten) days of the date of the invoice concerned, failing which the Customer will not be able to raise any claim whatsoever, nor claim any reduction, against the Company relating thereto.

Account Customers (30 Days Credit)

- 3.10. Payment for the goods must be made within 30 days of the date of statement, unless otherwise specified on the invoice.
- 3.11. Payment shall be made in South African Rand.
- 3.12. Failure to make payment within 30 days of the date of statement will result in the Customer's credit facilities being temporarily suspended until such time as the outstanding payment has been made, or at the discretion of the Company.
- 3.13. The date of invoice will determine the month of sale, regardless of the date of collection of the goods by the Customer.
- 3.14. Without derogating from, and in full reservation of, the Company reserves its rights in terms of these Terms and Conditions of Trade and/or in terms of law, including (but not restricted to) the common law, interest shall accrue on any overdue amount payable by the Customer to the Company in terms of the provisions of clause 3.1 hereof above, from due date to date of final payment thereof, at 3%(THREE PER CENTUM) above the prime overdraft lending rate of interest of Standard Bank ("the Bank") prevailing as at the due date of such amount, per annum and compounded monthly.
- 3.15. Any and all payments made by the Customer to the Company in terms of this clause shall be made without deduction or demand in the currency of the Republic of South Africa at the address of the Company reflected in the relevant invoice in respect of the products concerned.
- 3.16. Any credit facilities granted by the Company to the Customer may be withdrawn at any time, at the discretion of the Company, and for any reason whatsoever.
- 3.17. In the event of the Customer alleging any manifest error in any invoice submitted to it by the Company, the Customer shall be obliged to notify the Company of such error within 10 (ten) days of the date of the invoice concerned, failing which the Customer will not be able to raise any claim whatsoever, nor claim any

reduction, against the Company relating thereto.

3.18. All orders cancelled after goods have left a port outside South Africa will carry a 50% penalty on standard products and the Customer will be liable for 100% on special customised orders.

4. Delivery

4.1 All prices quoted are ex-works. The Customer is responsible for organising transportation to collect goods ordered.

4.2 If goods are collected late by the Customer, the invoice date will prevail as the base date for payment.

5. Returns

5.1 Authorisation to return goods must first be obtained. A request in writing is to be sent to the Company. Upon authorisation of the return, the Customer will be notified and a signed authorisation form will be faxed to the Customer to accompany the goods being returned.

5.2 Only goods returned as new in original packaging will be accepted for return; upon inspection of the goods the Company reserves the right to reject the return.

5.3 Unauthorised returns will be returned to the Customer.

5.4 No goods may be returned after a period of 60 days from date of invoice.

5.5 All returns will be subject to a 20% handling charge unless it is a warranty claim

5.6 Shipment of returns for Customer account.

6. Risk and Property

6.1. Goods supplied to the Customer remain the property of the Company until full payment has been received by the Company for those goods and all other goods supplied by the Company to the Customer in respect of which payment is outstanding. This includes consignment stock.

6.2. Until the title of the goods passes to the Customer:

6.2.1. The Customer will hold those goods as the Company's bailee.

6.2.2. The Customer will protect, store and identify the goods by reasonable means so that they can be recognised as the property of the Company.

6.2.3. The Customer may use the goods or sell them in the ordinary course of its business.

6.2.4. If the Customer is in breach of any of its obligations to the Company, or the order or the contract for supply of goods is cancelled or capable of being cancelled under clause 9 below, and provided the goods are still in existence and have not been sold, the Company may by notice require redelivery of the goods to it or without previous notice, retake possession of the goods and sell the goods. For the purpose of this clause the customer irrevocably authorises the Company's representatives to enter the premises on which the goods are situated and remove the goods at the Customer's expense.

6.2.5. Risk relating to all goods supplied to the Customer will pass to the Customer on delivery.

7. Inspection

In the case of damage to any goods, the Customer must notify the Company within 48 hours of receipt, such notification to be confirmed in writing within the following 5 days.

8. Liabilities and Warranties

8.1. The Company will not be liable for damages resulting in death or personal injury in the use of any product, equipment or services supplied by the Company. Any claim shall be made against the manufacturer of the product, equipment or service.

8.2. If any goods supplied by or on behalf of the Company prove, on inspection, to be defective in material or workmanship, the Company will (at its option) replace the same or refund the Customer the price of the goods.

8.3. The Customer will determine the suitability of the goods for its intended use and will not rely upon any representations made by or on behalf of the Company.

8.4. The Company's liability under these conditions shall never exceed the cost of replacement or the price paid by the Customer for the goods.

8.5. The Company will not be liable for any consequential loss, damage, costs, expenses or other claims for consequential compensation whatsoever suffered by the Customer whether this loss or damage arises from a breach of duty, in contract or in tort or in any other way (including loss or damage arising from Customer negligence).

9. Termination

If there is appointed a Receiver, Administrator, or Administrative Receiver of the Customer's property or assets or any part of them, or a court order is made or a resolution passed for the winding-up of the

Customer (except for the purpose of amalgamation or reconstruction) or if the Customer commits any act of bankruptcy (or any analogous proceedings under the law of any country outside South Africa), the Company may by notice in writing to the Customer cancel all orders and contracts between itself and the Customer or any part of them remaining unfulfilled.

10. Jurisdiction

All contracts between the Company and the Customer shall be governed and construed in accordance with the laws of South Africa.

I / We have studied the standard Terms and Conditions of sale of RTS Trust t/a Midland-SA and understand and accept that all transactions are concluded on these conditions.

Furthermore, I (print full name) _____

ID number _____

warrant that I am duly authorised to sign this document on behalf of

(print company name) _____

Signature _____

Position _____

Signed at _____

Date _____

Company stamp

REQUIRED FOR CREDIT APPLICATION
DEED OF SURETYSHIP

I(name) _____ (ID) number _____
of(residential address)

_____ hereby bind myself in my private and individual capacity, jointly and separately, as surety for and co-principal debtor in solidum with

_____ (name of business that is the account holder)

in favour of RTS Trust t/a Midland-SA (“the Company”) for the due performance of any obligation of the account holder and for payments to the company by the account holder of an amount which may at any time become owing to the Company for whatsoever cause and however arising.

This surety ship shall be a continuing covering surety ship which may be cancelled in writing by the Company and then only provided that all sums, whether due or not, owed by the account holder to the Company, have been paid in full.

I hereby renounce the benefits of the legal exceptions “non causa debiti”, excussion, division and cession of action, with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself, mutatis mutandis, irrevocably to all of the standard terms and conditions of sale of the Company as stated in this document.

No alteration or variation of the provisions of this deed of surety ship or the conditions of sale shall be valid and effective unless agreed to in writing by the Company. No relaxation, cession or indulgence granted by the Company under the conditions of sale or under this deed of surety ship shall act as a waiver of the Company’s rights or in any way release me and the account holder from our liability to the Company.

Name _____ Signed at _____ on

this the ____ day of _____ 20__

Signature _____

PLEASE COMPLETE THE CREDIT APPLICATION FORM, INITIAL EACH PAGE IN THE BOTTOM RIGHT HAND CORNER, AND FAX BACK TO 086 659 9504

Official use only	Approved		Date	
	Name		Account Number	



**Standard
Bank**

Senekal-tak

h/v Malan- en
Noorderstraat
Senekal 9600

Posbus 29
Senekal 9600
Telefoon 058 481 2191/2
Landbou Telefoon
058 481 2186/7
Faks 058 481 4402

AAN WIE DIT MAG AANGAAN

Datum ***02 Maart 2005***

Regstreekse
telefoonnommer

Meld asb. ons verw.
in u antwoord

U verwysing

INSAKE REKENING IN DIE NAAM VAN R T S

Hiermee bevestig Standard Bank Senekal dat bogenoemde rekening in ons boeke oop is en dat die rekening besonderhede soos volg is.

NAAM: R T S

Rek No: 04 225 245 8

Takkode: 05 60 36 51

Hoop u vind bogenoemde ingligting in orde.

M de Klerk

BESTURDER ASSISTENT