



48 Platinum Junction Business Park, School Street, Milnerton, Western Cape, 7441
Phone: +27 21 822 2856 Fax: +27 86 500 2726 Cell: 084 653 5070
Email: info@cloudview.co.za Web: www.cloudview.co.za

DEALER APPLICATION FORM

CORPORATE INFORMATION: _____

REGISTERED NAME OF APPLICANT: _____

TRADING NAME OF APPLICANT: _____

COMPANY REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER: _____

NATURE OF BUSINESS: _____ ANNUAL TURNOVER: _____

MAIN SUPPLIERS: 1, _____

2, _____

3, _____

PRODUCTS SOLD:

DATE BUSINESS ESTABLISHED: _____

POSTAL ADDRESS: _____

REGISTERED ADDRESS: _____

DELIVERY ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____ CELL: _____

E-MAIL: _____

CONTACT PERSON: _____

Estimated Monthly Purchases R

TRADE REFERENCES:

1. Monthly Purchases R _____ PHONE: _____ Contact Person: _____

2. Monthly Purchases R _____ PHONE: _____ Contact Person: _____

3. Monthly Purchases R _____ PHONE: _____ Contact Person: _____



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APPLICATION TERMS & CONDITIONS:

1. CloudVIEW hereby appoints the Applicant as an authorized dealer of the products distributed by CloudVIEW (“the Products”), and the Applicant hereby accepts such appointment, with effect from the date of signature of this application by both parties (“the Signature Date”), upon the terms and conditions recorded herein.
2. It is agreed between the parties that the agreement shall continue indefinitely until terminated in accordance with the provisions hereof.
3. Should the Applicant fail to make any purchases from CloudVIEW for a continuous period exceeding 6 months, this appointment shall automatically terminate without the requirement for any notice from CloudVIEW. Thereafter, should the Applicant wish to recommence trading with CloudVIEW, the Applicant shall be required to submit a new application for approval by CloudVIEW in its sole and absolute discretion.
4. This agreement contains the entire agreement between the parties concerning the subject matter recorded herein, and any other terms, provisions conditions or cancellations thereof whether express or implied, are excluded here from and any variations, alterations or additions to this contract shall not be of any force or effect or legal validity unless reduced to writing and signed by the parties.
5. The Applicant hereby agrees and undertakes to and in favour of CloudVIEW, with effect from the Signature Date and for the duration of the relationship contemplated in terms hereof, not to be involved in any way, either directly or indirectly, with the warehousing, sale or distribution of pirate software from any premises whereat any CloudVIEW software is either displayed and/or sold, as the case may be.
6. Should the Applicant breach any provision of this agreement and fail to remedy the same within 7 days of receipt of written notice from CloudVIEW requesting the same, CloudVIEW shall be entitled to either cancel the agreement, claim specific performance of the Applicant’s obligations, and/or pursue both options, as the case may be.
7. Upon termination of this agreement, CloudVIEW shall be entitled to close the trading account held on behalf of the Applicant and to cancel any outstanding orders placed by the Applicant, notwithstanding whether payment has already been received therefor by CloudVIEW. Provided, however, that CloudVIEW shall be required to refund any monies held on behalf of the Applicant, with deduction and/or set-off, where applicable. Where the termination of the agreement involves a dispute between the parties, CloudVIEW shall be entitled to withhold any monies held on behalf of the Applicant, pending resolution of the dispute.

TRADING TERMS

All orders placed by the Applicant in terms hereof shall be strictly settled by means of cash or electronic funds transfer into the bank account of CloudVIEW.

In circumstances where payments are made to CloudVIEW by means of electronic funds transfer, CloudVIEW shall only supply the Products to the Applicant once the relevant funds have cleared in its bank account.



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FAULTY & DAMAGED STOCK

1. Stock damaged in transit older than 2 weeks from date of purchase will not be accepted.
2. All faulty stock must be in original packaging - save for the cellophane outer wrapping.
3. Faulty or damaged stock must first be scrutinized by the CloudVIEW technical department prior to any replacement stock being allowed.
4. Stock found to be damaged through neglect, faulty handling, and scratches on disks or damaged by faulty equipment i.e. faulty media drives will not be replaced and such damaged stock will be returned to the dealer at the dealer transit costs.
5. Credit will only be passed for approved faulty stock returns at the purchase price if a replacement unit cannot be provided by CloudVIEW within a reasonable period.
6. No refunds will be given.
7. Returns to CloudVIEW offices are affected at the dealers cost. Approved replacement stock will be delivered at CloudVIEW's cost.

Thus agreed, done and signed by the parties in the presence of witnesses:

DATED at this day of 20

Signature

Name

Who respectively warrant and agree that they are duly authorized thereto

AS WITNESSES:

Signature

Name

Certified copies of the following documents must be supplied together herewith, namely:

- Latest certificate of confirmation (CK1 / CoR39)
- Certificate of incorporation