



Reg No 2001/015445/07

**Head Office**

First Floor, Block C  
Little Fourways Office Park,  
1 Leslie Road East  
Fourways

P.O Box 70443, Bryanston, 2021  
Tel: (011) 361-4800  
Fax: (011) 467-7224

**DEALER APPLICATION FORM**

TRADING NAME OF APPLICANT: \_\_\_\_\_

REGISTERED NAME OF APPLICANT: \_\_\_\_\_

COMPANY REG No/I D No: \_\_\_\_\_

VAT REGISTRATION No: \_\_\_\_\_

TYPE OF BUSINESS e.g. (Pty) Ltd, CC: \_\_\_\_\_ TURNOVER P/A \_\_\_\_\_

MAIN SUPPLIERS: 1, \_\_\_\_\_ 2, \_\_\_\_\_ 3, \_\_\_\_\_

PRODUCTS SOLD: \_\_\_\_\_

DATE BUSINESS ESTABLISHED: \_\_\_\_\_

PREMISES: LEASED ② \_\_\_\_\_ OWNED ① \_\_\_\_\_

LANDLORD DETAILS \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

ACCOUNT DEPT CONTACT NAME \_\_\_\_\_

**OWNERS/PARTNERS/MEMBERS OR DIRECTORS**

1. FULL NAME \_\_\_\_\_ % of Ownership \_\_\_\_\_ ID No \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

TEL/CELL \_\_\_\_\_

2. FULL NAME \_\_\_\_\_ % of Ownership \_\_\_\_\_ ID No \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

TEL/CELL \_\_\_\_\_

3. FULL NAME \_\_\_\_\_ % of Ownership \_\_\_\_\_ ID No \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

TEL/CELL \_\_\_\_\_

BANKERS OF APPLICANT: \_\_\_\_\_ BRANCH \_\_\_\_\_

ACCOUNT No \_\_\_\_\_

Estimated Monthly Purchases of Gaming Software R \_\_\_\_\_

**TRADE REFERENCES:**

1. \_\_\_\_\_ Monthly Purchases R \_\_\_\_\_ PHONE: \_\_\_\_\_ Contact Person \_\_\_\_\_

2. \_\_\_\_\_ Monthly Purchases R \_\_\_\_\_ PHONE: \_\_\_\_\_ Contact Person \_\_\_\_\_

3. \_\_\_\_\_ Monthly Purchase R \_\_\_\_\_ PHONE: \_\_\_\_\_ Contact Person \_\_\_\_\_

**APPOINTMENT TERMS & CONDITIONS:**

1. On approval as Dealer of Megarom products, the first purchase order must exceed R1000. Thereafter orders placed for collection at the Megarom offices in Fourways, Sandton shall be to a minimum value of R500. Orders for delivery to the dealer's place of business shall be no less than R800 per order.
2. Should no purchases be affected by the dealer for a period exceeding 6 months the appointment will automatically be revoked. Should the Dealer wish to recommence trading with Megarom Interactive a new application will have to be submitted for approval.
3. This agreement contains the entire relationship between the parties 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.
4. The owners, members and/or shareholders of the undersigned Company hereby undertake not to be involved in any way, either directly or indirectly, with the warehousing, sale or distribution of pirate software from any premises whereat PC; PS3; PS2; PSP; XBOX360; Wii and NDS software obtained from Megarom Interactive (Pty) Ltd is displayed or held for resale.

5. Any provable contravention of the above by an approved dealer will result in the immediate termination of this dealership agreement and closure of the any trading account and the cancellation by Megarom of any orders outstanding even if the goods have been paid for. Under such contravention, relative to the above, will be forfeit, without the option of recourse, any moneys held by Megarom in the form of any credit amount held shall be considered in lieu of damages incurred by Megarom for trading in pirate PC CD products.
6. All Dealers, their owners, members and/or shareholders of the undersigned Company hereby undertake to advise Megarom Interactive of any actions by any third party that are found to be involved in the sale of pirated software that impacts on the rights of any of the Publishers of Megarom listed herein.

Megarom distributes gaming products in South Africa on behalf of the following Publishers:

Ubi Soft, Activision/Blizzard, Take 2, Atari, NC Soft.

**TRADING TERMS**

Trading terms reflected herein are strictly cash, which is to be deposited in Megarom’s bank account No 14690 54043 Branch: Nedbank, Business North Rand, at the same time as orders are placed and product will be delivered upon such deposit reflecting in the Megarom Interactive bank account.

**FAULTY & DAMAGED STOCK**

1. Faulty stock returns or stock damaged in transit older than 2 months 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 MegaRom technical department prior to any replacement stock being allowed. They can be contacted on 0861 987 363.
4. Stock found to be damaged through neglect, faulty handling, scratches on CD’s or damaged by faulty equipment i.e. faulty or excessively high speed CDRom 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 prevailing Megarom selling price list if a replacement unit cannot be provide by Megarom within a reasonable period.
6. No cash refunds will be given.
7. Returns to Megarom offices are affected at the dealers cost. Approved replacement stock will be delivered at Megarom’s cost.

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

DATED at.....this.....day of.....2010.

**Signatures**

1.....	2.....	3.....
Owner/Partner/Member or Director	Owner/Partner/Member or Director	Owner/Partner/Member or Director

**AS WITNESSES:**

Signature.....

Name.....

\_\_\_\_\_  
Company Stamp

**Documents must be supplied with a copy of owners ID and Company Reg.  
Originals are to be delivered/posted to Megarom Interactive (Pty) Ltd**