



Reg No 2001/015445/07

Head Office

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

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

CREDIT APPLICATION FORM

TRADING NAME OF APPLICANT: _____

REGISTERED NAME OF APPLICANT: _____

COMPANY REG No/ID No: _____

VAT REGISTRATION: _____

TYPE OF BUSINESS e.g. (Pty) Ltd, CC, Partnership _____ Turnover P/A _____

MAIN SUPPLIERS: _____

PRODUCTS SOLD: _____

PREMISES - Owned* _____ Leased* _____ LANDLORD: _____

LANDLORD CONTACTS: _____

LANDLORD ADDRESS: _____

DATE BUSINESS ESTABLISHED: _____

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 CREDIT FACILITY REQUIRED - R _____

TRADE REFERENCES:

1. _____ PHONE NO: _____ Contact Person _____

2. _____ PHONE NO: _____ Contact Person _____

3. _____ PHONE NO: _____ Contact Person _____

TERMS AND CONDITIONS :

1. This contract contains the entire agreement between the parties and any other terms, provisions conditions or cancellations whether express or implied, are excluded herefrom 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 hereto.
2. All purchases made will be payable strictly 30 days from date of statement.
3. The applicant consents to the jurisdiction of the Magistrate’s Court having jurisdiction over the Applicant’s person in respect of any legal proceedings relative to collecting outstanding liabilities to Megarom.
4. The applicant agrees that in the event that it is necessary for Megarom Interactive (Pty) Limited to instruct its attorneys or institute any action against the Applicant then the Applicant agrees that it shall pay all legal costs on the scale as between attorney and client including collection commission.
5. The risk in the goods passes to the Applicant upon delivery or collection of the goods whichever occurs first, however ownership in all goods delivered remains vested in Megarom Interactive (Pty) Limited until the entire purchase price has been paid in full.
6. In the event of payment not being made on due date the Applicant agrees that Megarom Interactive (Pty) Limited can elect to :
 - a) charge interest on all outstanding amounts at the maximum rate permissible by Law .
 - b) repossess the goods supplied by it to the Applicant and/or sue for any amount outstanding and/or for the balance outstanding on account and/or any other relief.
7. In the event of the Applicant being a Closed Corporation or Company, then the persons whose signatures appear herein binds themselves as surety jointly and severally and as co-principal debtor in solidum for the performance on demand of all obligations, which the Applicant may have to Megarom Interactive (Pty) Ltd. In that event, such surety by their signature hereto waives and renounces any benefit which the surety as surety is entitled to in Law, without detracting from the generality of the foregoing, including the benefit of excussion, division, cession of action, and de duo bus vel pluribus reis debendi, which the said sureties acknowledges they know and understand the meaning and full force and legal effect.
8. The owners, members and/or shareholders of undersigned dealership whether a CC or Private Company hereby undertake not to be involved in any way either directly or indirectly, with the warehousing, sale or distribution of pirate copies of software from any premises whereat PC CD software obtained from Megarom Interactive (Pty) Ltd is displayed or held for resale.
9. Any provable contravention of clause No 8 by a Megarom approved dealer will result in the immediate termination of this agreement and closure of the trading account.
10. Furthermore the owners, members and/or shareholders of the undersigned CC or Company hereby undertake to advise Megarom Interactive (Pty) Ltd 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 current or future publishers of Megarom listed herein.

Megaroms’ current Publishers are:

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

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.
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:

MANAGING DIRECTOR/MEMBER: _____ SIGNATURE _____

FULL NAME: _____ IDENTITY NUMBER: _____

DATE: _____ PLACE: _____

WITNESS _____ NAME _____

FINANCIAL DIRECTOR/ACCOUNTANT: _____ SIGNATURE _____

FULL NAME: _____ IDENTITY NUMBER: _____

DATE: _____ PLACE: _____

WITNESS _____ NAME _____

COMPANY STAMP

Documents that must be supplied with this application:

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1. Personal Statement of Assets & Liabilities of all signatories
 2. Latest Company Balance Sheet – management accounts
 3. Most recent Audited Company Balance Sheet
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Originals are to be delivered/posted to Megarom Interactive (Pty) Ltd
