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**Correspondence Address**  
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**Offices**  
Block 3, Pinewood Office Park  
33 Riley Road, Woodmead Ext 33  
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South Africa

Reg No. 1969/006701/07

## ADVANCED PAYMENT (AP) ACCOUNT APPLICATION

Name of Business \_\_\_\_\_  
Trading Name \_\_\_\_\_  
Registration number \_\_\_\_\_ Date Established / Registered \_\_\_\_\_  
Postal Address \_\_\_\_\_ Code \_\_\_\_\_  
Street Address \_\_\_\_\_  
Delivery Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Mobile \_\_\_\_\_ Facsimile \_\_\_\_\_  
e-mail Address \_\_\_\_\_

Type of Business :

Public Company	Private Company	Closed Corporation	Partnership	Sole Proprietor	Other
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Details of Directors / Members / Partners :  
Full Names (Minimum of two)

Identity Number :

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Details of any holding, subsidiary or associate company :  
Company Name

Relationship :

_____	_____
_____	_____
_____	_____

Are premises owned or leased : \_\_\_\_\_

Name of Auditors : \_\_\_\_\_  
: \_\_\_\_\_

V.A.T. Registration Number : \_\_\_\_\_

Name of person responsible for payments : \_\_\_\_\_

# PROFILE

Type of Operation	Sector (Tick Where Applicable)			
Manufacturing	Industrial	Consumer	Military	White goods
Wholesale	Electronic	Electrical	Both	
Retail	Electronic	Electrical	Both	
Other	Specify : _____			

Type of equipment manufactured and/or handled (e.g. : manufacture of switchmode power supplies etc.) : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Does your equipment require conformity to special specifications e.g. SABS, MILSPEC etc. (please specify) : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## PLEASE ATTACH COPIES OF :

1. Business card or Company letterhead

## TERMS : ACCOUNTS MUST BE SETTLED IN ADVANCE (BEFORE GOODS ARE DELIVERED) DETAILED TERMS AND CONDITION OF SALE ARE SET OUT ON PAGE 3

I certify that the information contained in this document is correct, and that I have read and accepted the terms and conditions of sale.

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (Block Letters)

\_\_\_\_\_  
 Designation

(Warranting my authority to execute this document).

**The sale of products and services ("Products") by Avnet Inc. and its divisions, subsidiaries, and affiliates ("Avnet") are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"). Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or Avnet's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.**

## 1. ORDERS

Quotes from Avnet are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by Avnet. Contracts between Customer and Avnet are formed upon Avnet's written acceptance or execution of Customer's Order and shall be subject to this Agreement. All Orders including, but not limited to, Electronic Purchase Orders, for Products identified by Avnet as non-standard or "NCNR", are non-cancellable, non-reschedulable. Avnet may identify Products as non-standard or "NCNR" by various means including, but not limited to, quotes, Scope of Services, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without Avnet's consent. Avnet reserves the right to allocate the sale of Products among its customers.

## 2. PRICES

Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labelling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees

## 3. TERMS OF PAYMENT

In tenders and quotations all prices quoted exclude Value Added Tax unless otherwise stated. The Company's tender or quotation, unless otherwise agreed in writing, is open for acceptance within thirty days from date hereof.

**Payment terms are full payment in advance before goods are delivered.**

Payment will only be recognised once the money has been deposited into the Company's bank account.

All cheque payments to the Company are done at the Client's sole risk.

If delivery of the goods is to be made by instalments, then the Company shall be entitled to withhold delivery of any undelivered instalments until all money due in respect of any delivered instalments, has been paid in full.

## 4. DELIVERY AND TITLE

Unless otherwise specified by Avnet in writing, all deliveries by Avnet are DDP (Delivered Duty Paid). Title and risk of loss pass to Customer upon delivery of the Products to the customer. Avnet's delivery dates are estimates only and subject to timely receipt of supplies by Avnet. Avnet is not liable for delays in delivery. Avnet reserves the right to make partial deliveries and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

## 5. AVNET'S LIMITED WARRANTY

Avnet will pass through to Customer any transferable Product warranties, indemnities, and remedies provided to Avnet by the manufacturer, including any warranties and indemnities for intellectual property infringement. If required by law, Avnet warrants that at the time of delivery, the Products shall have the specifications stated by the manufacturer in its published data sheet for the Products for 12 months from delivery of Products. Avnet warrants that for a period of 90 days after delivery of the Products to Customer, value-added work performed by Avnet on Products will conform to Customer's specifications that are in writing and accepted by Avnet, and Customer shall be deemed the manufacturer of such value-added Products. To the extent permitted by law, Avnet makes no other warranty, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement. Customer's sole remedies for breach of Avnet's warranty are, at Avnet's choice: (i) repair the Products; (ii) replace the Products at no cost to Customer; or (iii) refund Customer the purchase price of the Products.

## 6. PRODUCT RETURN

Customer may return Products to Avnet only with a return material authorization ("RMA") number issued by Avnet. Customer must notify Avnet in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within 3 days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products and may not revoke acceptance. RMAs will be issued only for Visual Defects created solely by Avnet or the original manufacturer, and only if Customer satisfies the notice requirement. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Product return pursuant to a warranty requires written notice from Customer to Avnet within the warranty period detailing the Product defect. Customer must return the Products to Avnet freight prepaid in original manufacturer's shipping cartons or equivalent, along with acceptable proof of purchase, within the warranty period and as specified in the RMA. At Avnet's discretion, Avnet will return all Products not eligible for return to Customer, freight collect, or hold Product for Customer's account at Customer's expense.

## 7. LIMITATION OF LIABILITY

To the extent permitted by law, neither Avnet nor its employees or agents are liable for and customer is not entitled to any indirect, special, incidental or consequential damages; for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense,

injury to reputation, or loss of customers. To the extent permitted by applicable law, Customer's recovery from Avnet for any direct damages will not exceed the price of the Product at issue. To the extent the preceding limitation of liability is deemed invalid under applicable law, Avnet's total liability in any event will not exceed USD 50,000 or the equivalent thereof. Customer will indemnify, defend and hold Avnet harmless from any claims based on: (i) Avnet's compliance with customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than Avnet, or (iii) use of Products in combination with other products or in violation of clause 9 below.

## 8. FORCES BEYOND AVNET'S CONTROL

Avnet is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control, (for example: acts of nature, acts or omissions of the Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials through its regular sources).

## 9. USE OF PRODUCTS

Customer shall comply with the manufacturer's or supplier's Product specifications. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If Customer uses or sells the Products for use in any such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk.

## 10. EXPORT/IMPORT

Certain Products sold by Avnet and other related technology and documentation are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, permit, or authorization required to transfer, sell, export, re-export, or import the Products and related technology and documentation.

## 11. PRODUCT INFORMATION

Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by Avnet on an "AS IS" basis and does not form a part of the properties of the Product. Avnet makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. Avnet recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Avnet is not responsible for typographical or other errors or omissions in Product information.

## 12. ELECTRONIC ORDERS

In the event that any part of the purchase and sale of Products, including Customer's NCNR acknowledgment, utilizes electronic data interchange, Customer's internal portal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement will continue to apply to the purchase and sale of Products between Customer and Avnet. Customer's acceptance of Avnet's acknowledgment request or Avnet's specification of details with respect to Electronic Purchase Orders via writing, email or other electronic data interchange shall be binding on Customer.

## 13. GENERAL

13.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Avnet entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Arizona will apply without reference to Arizona's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.

13.2 Customer may not assign this Agreement without the prior written consent of Avnet, and Avnet's affiliates may perform Avnet's obligations under this Agreement. This Agreement is binding on successors and assigns.

13.3 This Agreement can only be modified in writing signed by authorized representatives of both Avnet and Customer.

13.4 Avnet and Customer are independent contractors and agree that this Agreement does not establish a joint venture, agency relationship, or partnership.

13.5 Avnet's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

13.6 The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

13.7 Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses, and Customer will comply with such rights.

13.8 Customer and Avnet will comply with applicable laws and regulations.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_