



MICRO LABORATORIES

(Pty) Ltd

Customer Take-On Form

Page 1 (5 pgs in all)

CAPE TOWN: 7 Warrington Road, Claremont, Cape Town 7708 • Tel: +27 (21) 683 8436 Fax: +27 (21) 683 8422

MIDRAND: Stellenryk Building, Constantia Square Office Park, 526 16th Street, Midrand 1685 • Tel: +27 (11) 805 4310 Fax: +27 (11) 312 4813

If applying for PREPAID (CASH) ACCOUNT: complete only page 1.

If applying for CREDIT ACCOUNT: complete both pages 1 & 2.

For more information on these two account options and our terms regarding the use of each see page 3.

Please complete and fax to us at: **+27 (21) 683 8422 or +27 (11) 312 4813**

Company Name: _____

VAT Number: _____

Postal Address: _____

Code _____

Physical Address: _____

Code _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

NB: Kindly complete the section below, (Swift Micro Laboratories services required)

	Contact Name:	Position in Company:	Email:
Micro			
Nutritional			
Training			
Hygiene			
Accounts			

Type of Account Required:

PREPAID

CREDIT ACCOUNT

Does your company require order numbers?

YES

NO

From which Swift representative have you received this form? _____

Special Requests: _____

Where did you hear about Swift? _____

Would you like to receive correspondence from Swift? YES

NO

I certify that all information given is correct that I agree to all the terms and conditions of sale attached. I hereby declare that I am duly authorised in my capacity as _____ to act on behalf of the Company as far as this application is concerned.

Date: _____ Name: _____

Signature: _____ Designation: _____



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Page 2 (5 pgs in all)

CREDIT ACCOUNT: Please note that if you wish to open a Credit Account, page 2 of this document must also be completed. Application for Credit Facilities must be accompanied by page 1 of Customer Take-On Form.

*All Mandatory Fields (**) must be completed, before your application will be considered.*

**Trading Name: _____

Holding Company (if applicable): _____

**Telephone: (_____) _____ **Fax: (_____) _____

VAT Number: _____ **CC/Company Reg Number: _____

**Type of Business: PUBLIC COMPANY PTY (LTD) SOLE PROPRIETOR PARTNERSHIP

How long established: _____ Please indicate if official orders are required: YES NO

****MEMBERS / DIRECTORS / PROPRIETOR DETAILS:**

Name:	Capacity:	ID Number:	Address:

TERMS: Strictly 30 Days from Statement Date. Compound interest will be levied on all amounts ageing to 60+ days

****TRADE REFERENCES:**

Name & Address:	Tel Number:	Credit Limit :	Terms:	How Old:
**a)				
**b)				
c)				

**Bank: _____ Branch: _____

**Account Number: _____ Type of Account: _____

Estimated Monthly Credit Required: R _____ Terms: 30 Days

**Name and title of persons responsible for payment of the account: _____

**Address to which Accounts to be sent: _____

_____ Code _____

I certify that all information given is correct that I agree to all the terms and conditions of sale attached. I hereby declare that I am duly authorised in my capacity as _____ to act on behalf of the Company as far as this application is concerned.

Date: _____ Name: _____

Signature: _____ Designation: _____

Please note that it is your responsibility to inform us should any of these details change in future.



Customer Take-On Form

OPENING AN ACCOUNT WITH SWIFT MICRO LABORATORIES (PTY) LTD

Overview

Every new client that wants to make use of the services of Swift Micro Laboratories (Pty) Ltd is required to complete a **Customer Take-on Form** and also open an account before the commencement of any work. Swift offers their clients the option of opening either a **Prepaid (Cash) Account** or a **Credit Account**. Simply download and complete the applicable form to apply for the facility which best suits your needs.

Prepaid (cash) Account

Customers wishing to do business on a cash basis may opt to open a **Prepaid Account**. A Prepaid Account may be your account of choice should you wish to make use of Swift's services on a once-off basis, if you prefer not to be subjected to a credit check, or if you cannot provide current trade references.

To apply for a prepaid account, complete only page 1 of the Customer Take-on Form, sign and fax to us. A prepaid account will immediately be opened for you, as there are no trade checks. Please note that no work can commence/no laboratory samples can be accepted from clients who do not have active accounts with Swift (new clients must therefore ensure that their Customer Take-on Forms reach us *before* a particular service is needed).

Once you have successfully opened the Prepaid Account, and you are ready to start using Swift's services, follow these simple steps in order to avoid any delays:

1. Contact Swift's Marketing & Technical Liaison Department in Cape Town (021 6838436) or Midrand (011 8054310) to discuss your exact needs and obtain a quotation.
2. Once you know exactly which tests or services you require and have discussed the applicable costs, a pro forma invoice will be faxed or e-mailed to you. (A Tax Invoice will follow once the service / analysis has been completed.)
3. On receipt of the pro forma payment must be made by means of EFT or cash payment.
4. Swift must receive proof of payment *before* the commencement of the service or testing of products.

In the case of laboratory samples, proof of payment or cash payment can accompany the samples. The laboratories may not accept samples without proof of payment.

Similarly, no enrollments for training courses can be accepted, or bookings be made for any of our hygiene or training services (including dates reserved for in-house training) before proof of payment has been received.

Credit Account

Customers who foresee using the services of Swift on a regular basis, or who do not want the inconvenience associated with having to prepay for services each time, may opt to open a **Credit Account**.

Both pages 1 and 2 of the Customer Take-On Form must be completed, signed and faxed to us. All the mandatory fields such as Directors' details and trade references must be completed in full. Once we receive the correctly completed forms, the necessary reference checks will be done. Should your credit application be successful, you will be informed by fax that your credit facility with Swift Micro Laboratories has been activated. You may then make use of any of Swift's services. Should your company require the use of official *purchase order numbers*, such purchase orders must reach us *before* the commencement of any work.

Once the analysis/service has been completed, an invoice will follow. In addition, a statement will also be mailed to you at the end of the month. Payment is due strictly 30 days after statement date. Compound interest will be levied on all amounts ageing to 60+ days

Standard Terms and Conditions

All work carried out by Swift Micro Laboratories is subject to our **Standard Terms and Conditions**. Please take the time to read through these terms in order to familiarise yourself with its content.

Interest levied on overdue accounts

Our terms of payment are strictly 30 days from statement date. Swift charges interest on overdue amounts after 60 days. By only levying interest on an account from 60 days onward, we are therefore granting our customers a **further 30 interest free days** in which to settle their accounts.

Why interest is charged

Swift offers their customers the option of deferring payment for 30 days (instead of paying cash on delivery), in the form of a Credit Account (Trade Credit). This deferred payment option is in fact a "loan" of sorts to your company, whilst we carry the costs of providing you with our services. When these services are not settled in time, like any other "loan" it starts to draw interest charges on any overdue amounts. This means that, 60 days after statement date, a **penalty** in the form of interest is immediately levied on all overdue amounts.



SWIFT MICRO LABORATORIES (PTY) LTD - STANDARD TERMS AND CONDITIONS

1. **PURPOSE**
 - (a) When a client commissions the services of Swift Micro Laboratories (Pty) Ltd, the purpose of the investigation/service must be fully disclosed to Swift Micro Laboratories (Pty) Ltd. The Client will use the results of the investigation/service only for the purpose as disclosed to Swift Micro Laboratories (Pty) Ltd, unless otherwise agreed. The report and/or the results following the investigation may not be used as expert evidence in any legal proceedings without the prior written consent of Swift Micro Laboratories (Pty) Ltd. Should Swift Micro Laboratories (Pty) Ltd be subpoenaed to appear in Court as a result of this investigation/service, costs incurred shall be for the account of the Client who requested this investigation/service.
 - (b) Any proposal or quotation provided to the Client by Swift Micro Laboratories (Pty) Ltd is confidential. The Client undertakes not to publish or use the information contained therein for any purpose other than evaluation of the specific proposal.
2. **RISK**

Materials, apparatus, equipment and substance (as defined in Occupational and Safety Health Act No 85 of 1993) delivered by or on behalf of the Client to Swift Micro Laboratories (Pty) Ltd pursuant to the specific work commissioned by the Client, shall be accepted, retained and used by Swift Micro Laboratories (Pty) Ltd at the Client's risk. The Client confirms that any substance supplied by it to be used in Microbiological Analyses will be free from contamination when delivered to Swift Micro Laboratories (Pty) Ltd.
3. **PUBLICATION OF REPORTS**
 - a) The contents of any reports issued are confidential and may not be published by Swift Micro Laboratories (Pty) Ltd or the Client, nor may the results of any discussions with the analysts/consultants relating to this investigation/service be communicated to the press or technical journals or be publicised in any other manner, unless mutually agreed to in writing.
 - b) The final report will be the property of the Client, but Swift Micro Laboratories (Pty) Ltd will only consent (in writing) to the publishing thereof provided that -
 - i) Swift Micro Laboratories (Pty) Ltd is acknowledged in the publication;
 - ii) it is published in full, or where only extracts thereof or a summary or an abridgement thereof is published, Swift Micro Laboratories (Pty) Ltd's prior written approval of the extracts, summary or abridged report is obtained; and
 - iii) Swift Micro Laboratories (Pty) Ltd is indemnified against any claim for damages which may result from publication.
4. **CONFIDENTIALITY**

Swift Micro Laboratories (Pty) Ltd will not publish any results, obtained through investigations financed by an external Client, without such Client's consent. Swift Micro Laboratories (Pty) Ltd is, however, entitled to use technical information obtained from the investigation, but in so doing, undertakes not to identify the nature of the investigation or the Client.
5. **ADVERTISING**

No reference may be made to Swift Micro Laboratories (Pty) Ltd or any of its strategic units or employees in advertisements, or for sale or publicity purposes, without Swift Micro Laboratories (Pty) Ltd's prior written consent.
6. **LIMITATION OF LIABILITY**

While every care is taken to ensure the accuracy of any work performed by Swift Micro Laboratories (Pty) Ltd, Swift Micro Laboratories (Pty) Ltd does not warrant the merchantability or commercial viability of test results or information contained in its reports. Any claim for damages, whether direct or indirect, including consequential damages against Swift Micro Laboratories (Pty) Ltd based on the work commissioned by the Client, shall be limited to an amount equal to the amount actually paid by the Client to Swift Micro Laboratories (Pty) Ltd for the specific work commissioned by the Client.
7. **DOMICILIUM CITANDI ET EXECUTANDI**
 - a) The Client hereto chooses the address as supplied on their Customer Take-on Form as their domicilium citandi et executandi for all purposes of, and in connection with contracts/written agreements for work commissioned from Swift Micro Laboratories (Pty) Ltd.
 - b) Swift Micro Laboratories (Pty) Ltd chooses as their domicilium citandi et executandi the following address: 7 Warrington Road, Claremont, Cape Town.
8. **NOTICES**

Any notice regarding work commissioned by the Client from Swift Micro Laboratories (Pty) Ltd shall be made in writing and may either be given personally or sent by post, facsimile to the relevant Party at its domicilium or to such other address of which either Party is to notify the other Party in writing as the need arises. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after the same is posted by recorded delivery post or airmail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.
9. **GOVERNING LAW AND JURISDICTION**

Any work commissioned by the Client from Swift Micro Laboratories (Pty) Ltd in writing (by signing a quotation, proposal or contract) shall be governed by and interpreted in all respects in accordance with the Laws of the Republic of South Africa. The Parties hereby consent to the jurisdiction of any competent Magistrates Court for the adjudication of any claim based on this work commissioned.
10. **AMENDMENTS**

No amendment to any work commissioned in writing by the Client from Swift Micro Laboratories (Pty) Ltd shall have any force or effect unless put in writing and signed by both Parties.
11. **VALIDITY**

All proposals/quotations are valid for 30 (thirty) days from date of issue, unless otherwise indicated, and unless accepted within that period, will lapse automatically.



SWIFT MICRO LABORATORIES (PTY) LTD - STANDARD TERMS AND CONDITIONS

12. PAYMENT

- a) All invoices are to be paid within 30 (thirty) days from Statement date. Failure to pay timeously will result in a penalty in the form of compound interest being levied on all overdue amounts ageing to 60+ days. This shall be due and payable on any outstanding debt at the beginning of each month after the expiry of the 60 (sixty) day window.
- b) The person responsible for payment of the account, agrees to pay all reasonable collection commission, payable by the Credit Provider, for collection of payments and further agrees to pay all legal costs, on our Attorney and client scale, caused by his/her default, including the Debt collectors costs as per Act for Debt Collectors, Act 114 of 1997.
- c) The agent of a Legal entity or institution shall be personally liable for payment of accounts in the event of non-payment of same.
- d) I herewith give consent to the Creditor or the Debt Collector, to check my credibility (credit check), as well as my personal particulars on Info data Banks such as ITC and others when required in the case of default.

13. TERMINATION

- a) Written contracts (signed proposals or quotations) may be terminated forthwith by either Party in the event of the other being liquidated or having a Judicial Manager appointed over all or part of its activities.
- b) In the event of any Party to this contract being in breach of any of the terms of the written agreement, the other may by written notice require the Party which is in breach, to remedy the breach, and if it has not done so within 7 (seven) days of receipt of such notice, or if the breach is incapable of being remedied, the other Party may, in writing, terminate the Contract without prejudice to its right to claim damages. In all other cases clients will be liable for the full cost of commissioned work once the analysis or service has been signed for.
- c) Cancellations for attendance of Training Courses at Swift's training centres are accepted up to 7 working days prior to the commencement of the course. If cancellations are made less than 7 days from commencement date of the course, the full fee as per signed contract/enrolment will be invoiced, and the non-attending delegate will forfeit all rights to reference notes and course materials. Substitute candidates are permitted.
- d) Swift Micro Laboratories (Pty) Ltd reserves the right to cancel scheduled training courses at any time in the event of insufficient enrolments. Applicants will be informed of cancellations in writing and all fees will be refunded in full.

14. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

- a) The rights to any discovery, invention or improvement that may arise from the work are vested in Swift Micro Laboratories (Pty) Ltd and any requests with regard to the transfer thereof must be directed to Swift Micro Laboratories (Pty) Ltd in writing.
- b) All training materials used by Swift Micro Laboratories (Pty) Ltd are copyrighted and may not be copied or be used by anyone other than Swift Micro Laboratories (Pty) Ltd to train third parties.

15. RIGHT TO ADMISSION

- a) The number of delegates per training course is limited and enrolments will be on a first-come, first-served basis.
- b) Swift Micro Laboratories (Pty) Ltd reserves admission rights to all its training courses. Should it become evident during a training course that a delegate does not meet the minimum entrance requirements to the course as contractually agreed upon, or that the delegate is a direct competitor/consultant who did not disclose the full nature of their occupation on the course enrolment form, Swift reserves the right to ask the delegate to leave the training course.