



**Yebo Electronics**  
**PO Box 2144 Bellville 7535 RSA**  
**Tel: 087 550 1333; Fax: 021 949 2033**  
**accounts@fort777.co.za**

Account Number (Official Use) SA: \_\_\_\_\_

**ELECTRONICS**

## APPLICATION FOR CREDIT FACILITIES

Full Trade Name \_\_\_\_\_

Type of Business \_\_\_\_\_

Street Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Office Telephone Number (0\_\_\_\_) \_\_\_\_\_ Fax Number (0\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_@\_\_\_\_\_

Names of Directors/Partners/Members/Proprietors:-

A. \_\_\_\_\_ B. \_\_\_\_\_

C. \_\_\_\_\_ D. \_\_\_\_\_

Date Company/Business was established: \_\_\_\_\_ Company Registration Number: \_\_\_\_\_

Company VAT Number: \_\_\_\_\_

Bankers: \_\_\_\_\_ Branch \_\_\_\_\_ Account Number \_\_\_\_\_

Trade References:

1. \_\_\_\_\_ Tel No: (0 ) \_\_\_\_\_

2. \_\_\_\_\_ Tel No: (0 ) \_\_\_\_\_

3. \_\_\_\_\_ Tel No: (0 ) \_\_\_\_\_

Name of Holding Company (if any) \_\_\_\_\_

Premises (please tick): 

Shop	Office	Factory	Warehouse	House
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Rented, Owned or Mortgaged? (please tick): 

Rented	Owned	Mortgaged
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Initial Estimated Order value? R\_\_\_\_\_ Estimated value of trade over the next 12 months? R\_\_\_\_\_

**TERMS ARE STRICTLY 30 DAYS. THE COMPANY DOES NOT OPERATE A SETTLEMENT DISCOUNT POLICY AND RESERVES THE RIGHT TO CHARGE INTEREST ON OVERDUE ACCOUNTS. PLEASE REFER TO THE ATTACHED TERMS & CONDITIONS FOR DETAILS.**

I/we acknowledge that I/we have read and acquainted myself/ourselves with the Company's Terms & Conditions as attached herewith and hereby agree that such Terms & Conditions (including revisions thereof as may become necessary in the opinion of the management of the Company or it's legal advisers) shall be binding upon me/us in respect of all transactions entered into between myself/ourselves and the Company.

I/we declare that the information provided above is to the best of my/our knowledge true and correct.

Date \_\_\_\_\_ 20 \_\_\_\_ Signature \_\_\_\_\_

For Official Use Name (please print) \_\_\_\_\_

Credit Limit Approved: R\_\_\_\_\_ Designation/Title \_\_\_\_\_

Date \_\_\_\_\_



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# TERMS & CONDITIONS

## A. REPUBLIC OF SOUTH AFRICA

All orders and contracts for sale of goods are accepted by Yebo Electronics cc and its subsidiaries, including fort777.co.za (hereafter referred to as Yebo Electronics) on these Terms & Conditions, which supersede any previously published terms, including those previously issued by Maplin South Africa (Pty) Ltd.

### 1. Offers and Acceptance.

No obligations shall arise as a result of a catalogue entry, quotation or any other offer until Yebo Electronics accepts an order from the person, company or other organisation with whom the sale or supply of products is conducted (the Purchaser). In the event of any inconsistency between Yebo Electronics and the Purchaser's terms and conditions, Yebo Electronics terms and conditions of sale shall prevail unless, and until, variation by express agreement is accepted in writing by both parties.

### 2. Orders.

Where possible, orders should be made using Yebo Electronics Order Codes and its online web ordering process. It is recommended that customers make a note of their Customer Number and any Quotation Number, where applicable, and that they are quoted in all correspondence. Products are supplied as featured and described on the web site of Yebo Electronics, [www.fort777.co.za](http://www.fort777.co.za), unless the product has been superseded. Customers with pre-arranged 30-day account facilities are requested to quote an order number when placing orders. Confirmation orders are not necessary, but if they are sent they must be marked Confirmation Only. Failure to mark written confirmation orders could result in duplicate deliveries and in such case the Purchaser shall be liable for the full purchase price, or alternatively, be subject to Yebo Electronics returns procedures. Prices and delivery of items covered by scheduled orders need to be made in writing and are strictly in accordance with the terms quoted by Yebo Electronics and accepted by the Purchaser. Any variation in delivery requirements may be subject to price alteration. The Purchaser will be liable for any stocks held against an order at the end of a contract period. Schedules will only be accepted when each shipment exceeds R5000, excluding Postage & Package and VAT. Pro-forma invoices and quotations are available from Yebo Electronics upon request.

### 3. Prices.

Yebo Electronics reserves the right to alter prices at any time, without prior notice. Prices are reviewed regularly, and appropriate amendments are made to the exchange rate accordingly. This is reflected by way of automatic changes to the prices published on the [fort777.co.za](http://fort777.co.za) web site catalogue. Quotations are valid for a period of 10 working days, unless stated otherwise however, due to unforeseen fluctuations in exchange rates that are beyond the control of Yebo Electronics, the price charged for goods will be that ruling at the date of acceptance of the order. RSA customers should add Value Added Tax (VAT) to the final order value, after adding Postal Charges. The VAT rate will be the relevant rate at the date on which the order is processed. VAT is not applicable to non-RSA residents, as long as the order is exported from the RSA, supported by documentary proof of export from an authorised courier of the South Africa Post Office.

### 4. Product Availability.

Ex-stock (RSA) items are normally despatched on a same-day basis, subject to receipt of payment or agreed account facilities. Back order items will be despatched on receipt from the supplier. Back order items are subject to availability from the supplier.

### 5. Postage Rates.

Rates vary, depending on size, weight and destination address. Various postage options may apply, including Economy Parcel Post (1kg max), Parcel Plus (12kg max), Speed Services (2kg max), Sun Couriers and International Parcel Post. Some of these options only apply to certain weights or volumes and examples are quoted in brackets.

In addition to a standard default weight charge of 1kg, additional charges will apply to heavy or large items. These charges are automatically calculated when an order is processed either by our sales staff or when customers process their own order on our web site.

In exceptional circumstances it may not be possible to deliver certain heavy or large items to remote locations, where courier charges are considerably higher than our published, standard rates. In such circumstances Yebo Electronics reserves the right to cancel the order or delete the heavy or large item(s) and ship the balance of the order by Economy Parcel Post of Parcel Plus.

### 6. Hours of Trading.

Normal business hours are 0900 to 1700, Mondays; 0830 to 1700, Tuesday to Friday; 0900 to 1300 on Saturdays. Our stores also open on most public holidays, excepting Christmas and New Year, from 0900 to 1300. Mail Order service is not available on public holidays. We are closed on Sundays.

### 7. Technical Enquiries & Fault Finding.

For technical assistance, please telephone 087 550 1333. An engineer will normally be available to assist during normal office hours, Monday to Friday ONLY. Please have all relevant details to hand, e.g. Order code and if replacement or additional parts are required, your Customer Number. If you write, please keep your technical queries separate from any other enquiry or order. We regret that we cannot offer a repair service for kits and technical advice can only be offered which relates specifically to one of our own products. A design service is also available to customers, which is charged on an hourly basis.

### 8. Payment.

(a) Terms of payment are strictly cash with order unless a credit account has been established with Yebo Electronics. Acceptable forms of payment are credit cards (Visa or MasterCard), Cheques (drawn in Rands), Postal Orders or money transfer. Any of these methods may be used when ordering goods on [fort777.co.za](http://fort777.co.za) website, by telephone, fax or post. When paying by cheque or Postal Order, please remember to include your remittance in the envelope, together with your order. An alternative, and convenient method is money transfer by simply depositing the monies into our bank account and then faxing a copy of the transfer slip to us. The fax should include a Customer Number (or in the case of a new customer, your name, postal address and contact number), together with details of the items you require. Our account details are: Standard Bank, Helderberg branch (code 03-30-12-42), account number 072 327 863.

(b) Where a credit account has been established for trade customers, payment must be made within 30 days of each delivery, whether the goods are delivered in whole or in part. Yebo Electronics does not operate an early settlement discount and reserves the right to charge interest on the unpaid amount from 30 days after the invoice date at a rate of 5% above the current Standard Bank borrowing rate per annum.

Yebo Electronics reserves the right to suspend deliveries where payment is not received in accordance with paragraph (b) of this clause, or in accordance with any other alternative arrangement which has been agreed in writing between Yebo Electronics and the Purchaser.

### 9. Back Orders.

Any subsequent deliveries to complete an order will be despatched as soon as the item becomes available. Excepting pre-paid orders, charges are only made when goods are despatched. Yebo Electronics reserves the right to cancel any outstanding items in the event of unforeseen circumstances, such as discontinuation of a product by the supplier or manufacturer.

### 10. Order Cancellation.

Cancellation of Purchaser's orders can only be accepted after prior negotiation and agreement - but in any case, within 30 days of despatch. On no account can a cancellation be accepted for items ordered specially on the Purchaser's behalf. In the case of any default, the Purchaser shall be liable to compensate Yebo Electronics for any partly finished products, stock or materials and tools held for the manufacture or supply of such goods. If Yebo Electronics agrees to accept cancellation, part cancellation or return of an order for items, a charge of 25% of order value will be made, subject to a minimum charge of R35. Yebo Electronics reserves the right to impose a back billing charge for part-cancellation if the reduction in quantity affects the price.

### 11. Non-Delivery and Returns.

No goods may be returned to Yebo Electronics without prior consent, unless they were sent in error by Yebo Electronics or received by the Purchaser in a damaged or faulty condition. The Purchaser shall give Yebo Electronics reasonable opportunity to examine the goods in respect of which any claim for damages is made. If Yebo Electronics agrees to accept the return, a charge of 20% of order value will be made, subject to a minimum charge of R35. It is the Purchaser's responsibility to ensure that the returned goods are received by Yebo Electronics in an as-new condition. This includes all associated packaging and literature. Appropriate precautions must be taken by the Purchaser regarding the handling of static-sensitive devices. It is the Purchaser's responsibility to refuse any damaged parcels or check that all goods conform to requirements as soon as possible after delivery. Any error of despatch, including omissions or damage in transit, must be notified within 5 working days of receipt of the package. Any queries regarding the non-delivery of goods should be made within 10 working days of the expected despatch date. Yebo Electronics cannot accept liability for non-delivery if the Purchaser has failed to clearly identify the correct delivery address and recipient.

If Yebo Electronics is not advised in accordance with specified notice periods relating to returns and non-delivery, as shown in the above paragraphs of this clause, it will be assumed that the Purchaser has examined the goods and accepted liability, in accordance with the contract. Notification of faulty goods must be made to Yebo Electronics within 5 working days of receipt. All returned goods must be accompanied by a copy of the associated invoice.

Yebo Electronics will not accept returned software products or semi-conductors.

### 12. Warranty.

Yebo Electronics will, at its discretion, repair or replace a product in which, under proper use and within the manufacturer's specified warranty period, defects appear due to faulty materials or workmanship. Alternatively, a refund of the purchase price may be given, or where Yebo Electronics is owed monies by the Purchaser, a credit may be issued against his Yebo Electronics account. Acceptance of liability is at the discretion of Yebo Electronics and in the event of a dispute between Yebo Electronics and the Purchaser, the supplier's/manufacturers decision will be final. All products should be returned at the Purchaser's risk, suitably packaged and carriage paid, within the manufacturer's specified warranty period, with an advice note stating the original invoice number relating to the product in question and detailing the claimed defect. Should any modification or attempted repair be made to the product, for whatever reason, this will invalidate the warranty. Any item added to the product by the Purchaser should be removed before return to Yebo Electronics. If such products are returned, then Yebo Electronics will not accept any liability for item(s) attached to, or associated with, the product returned under warranty. Yebo Electronics will assume it is authorised to remove any attachments but it will not be obliged to reconnect such items before returning the product to the Purchaser. This warranty excludes, and no liability can be accepted for, consequential damage, loss or injury arising from defect products. Software products are excluded from this warranty.

### 13. Risk & Ownership.

Whilst the responsibility for safe keeping passes to the Purchaser upon receipt of goods, ownership does not pass until full payment has been received by Yebo Electronics.

### 14. Liability.

Yebo Electronics shall have no liability in respect of damage, expense or consequential loss arising from the failure or delay in delivery or in performance of any obligations under any contract, due to any cause either within or outside Yebo Electronics control. Cause shall include, but not be limited to, act of God, fire, floods, war, civil disturbances, act of Government, industrial disputes or failure of a sub-contractor. Yebo Electronics ensures that every care and attention is given to the provision of correct information whether technical or otherwise. However, no liability can be accepted by Yebo Electronics for any expense or consequential loss arising from either failure to provide information, or any statement made by agents or representatives of Yebo Electronics as to the specification of any product or suitability for a defined purpose, unless that information is confirmed in writing.

### 15. Lien.

Yebo Electronics shall have a general lien in respect of all sums due from the Purchaser upon all goods supplied, or upon which work has been done on the Purchaser's behalf, and twenty either days from written notice to the Purchaser, may sell such goods and apply proceeds towards the satisfaction of the sums due to Yebo Electronics.

### 16. Patents & Copyright.

Products offered for sale by Yebo Electronics may be the subject of patents or other such protective devices. Yebo Electronics reserves full copyright in respect of the online web catalogue, and its whole or part reproduction without the consent of Yebo Electronics is prohibited.

### 17. Illustrations, Specifications & Product Information.

Whilst every effort is made to maintain accuracy, no liability can be accepted by Yebo Electronics for any errors or omissions in supplying any technical information. No illustration or specification should be taken as to represent the manufacturer of source of origin. Yebo Electronics reserves the right, without prior notice, to discontinue or supersede any product as part of its continuous programme of product improvement. It is the Purchaser's responsibility to ensure that all products are suitable and fit for the purpose of their intended application.

### 18. Termination of Contract.

If the Purchaser commits any breach of these terms and conditions of business, or becomes insolvent or commits an act of bankruptcy, or enters into an arrangement with his creditors or goes, or is put, into liquidation (other than solely for the purposes of reconstruction whilst solvent), or if a receiver is appointed over any part of the Purchaser's business, Yebo Electronics may, without prejudice to any rights which may accrue, terminate the contract summarily by notice in writing.

### 19. Law.

Any question relating to any contract subject to these terms and conditions of business, or agreed amendment to same, shall be determined in all respect by South African law.

## B. EXPORT

The above RSA Terms & Conditions also apply to export orders. In addition, the following clauses are applicable to orders received by Yebo Electronics from Purchasers outside the Republic of South Africa, or to Purchasers requesting export to a country outside the Republic of South Africa.

### 1. Payment Terms.

Unless otherwise agreed in writing, export orders must be paid for in advance by one of the following methods:-

- Internationally recognised credit card, stating type of card, card number and expiry date.
- Bank draft or cheque in Rands, with order, fully negotiable and drawn on a recognised first class bank. Any bank charges which may apply to the issue of a bank draft or foreign are the responsibility of the Purchaser. Failure to include these charges in any payment for goods may delay despatch of an order.
- Where approved and established with Yebo Electronics, net monthly trade account terms.
- Irrevocable and confirmed Letter of Credit, Yebo Electronics drawn on any first class South African bank in favour of, negotiable for payment, at sight in Rands, allowing part and trans-shipment and valid for 6 months. A minimum order value of R4000 is applicable to all orders.

### 2. Prices.

Export prices are as per the published RSA (Rand) price and are not subject to any additional charge, other than postage, as below.

### 3. Postage Rates.

Postage/package charges are published on the Yebo Electronics website, [fort777.co.za](http://fort777.co.za), and are subject to change without notice. Additional costs may apply to large or heavy items included in an order and are automatically calculated by the system when an order is entered by a member of our sales staff, or when a customer processes an order on our web site.

### 4. Delivery, Insurance & Importation.

In general, Yebo Electronics delivery terms are ex-works. Insurance is not obligatory, although recommended, and it is the responsibility of the Purchaser to arrange suitable cover, either through Yebo Electronics or other party, for the goods purchased. When applicable, insurance charges will be at cost and will be included as a separate item on quotations and pro-forma invoices. Yebo Electronics cannot be held responsible for goods received in a damaged state, due to transportation. All duties, importation and other costs related to import legislation in the destination country, are the responsibility of the Purchaser. The Purchaser shall indemnify Yebo Electronics against any expenses or loss incurred by the Purchaser in connection with the importation of goods into the destination country. The Purchaser is responsible for obtaining all necessary import licences.

### 5. Delivery, Discrepancies & Returns.

Any queries regarding non-delivery or incorrect delivery should be made to Yebo Electronics within 21 days of date of despatch, quoting all relevant details, otherwise Yebo Electronics cannot accept responsibility. No goods may be returned to Yebo Electronics, for whatever reason, without prior consent, unless they were sent in error or received by the Purchaser in a faulty condition. If goods are under guarantee, refer to the above section entitled Warranty for the correct procedure.

### 6. Despatch.

Yebo Electronics reserves the right to handle or transport goods by any means or method available, and that gives the best service. Yebo Electronics will endeavour to meet the Purchaser's specific requests regarding transportation of goods, but does not guarantee to do so. Special courier services are available at cost, as and when requested.

### 7. Documentation.

Yebo Electronics standard documentation comprises a standard invoice and when applicable, an F178 Exchange Control Declaration, stamped and approved by Yebo Electronics bankers. Any other documentation which, from time to time, may be required to accompany or support entry of orders into certain countries, will be charged at cost, unless previously specified. Yebo Electronics will quote such charges, if requested to do so, at the time of any quotation. Any costs incurred as a result of the Purchaser failing to request such requirements in his order/quotation shall be the responsibility of the Purchaser.

### 6. Law.

Any business transaction by Yebo Electronics, subject to the foregoing terms and conditions, shall be governed in all respects by South African law.

Last update: 19th June, 2012.