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\*Please initial each page and sign where indicated.

\*Return via email to [marketing@curveconcepts.co.za](mailto:marketing@curveconcepts.co.za) or fax to 086 618 2099

**RESELLER REGISTRATION FORM**

Private and confidential – your details will not be shared with any third party

<b>1. COMPANY INFORMATION</b>	
Registered company name:	
Registration number:	
VAT number:	
Telephone number:	
Fax number:	
Physical address:	
Postal address:	
Web address:	

<b>2. CONTACT INFORMATION</b>	
Contact person 1:	
Designation:	
Telephone:	
Cell phone:	
E-mail:	

Contact person 2:	
Designation:	
Telephone:	
Cell phone:	
E-mail:	

Contact person 3:	
Designation:	
Telephone:	
Cell phone:	
E-mail:	



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<b>3. QUALIFICATION</b>	
Your company's main business activities Check all that apply	
Advertising	
Creative services	
Education and training	
Event management	
Exhibition organising	
ICT	
Marketing communications	
Promotional gifts	
Public relations	
Photography	
Retail	
Other (please specify):	

<b>4. AUTHORISATION</b>	
<b>To be completed by an owner/member/director/duly authorised officer/manager</b>	
	I hereby authorise the company to be a registered reseller of Curve Concepts (Pty) Ltd.
	I understand and agree to the Terms and Conditions attached herewith
	I agree to use all marketing collateral for the promotion and sale of Curve Concepts items only

Name:	
Designation:	
Date:	
Signature:	
Preferred online username:	

**THIS DOCUMENT CONSISTS OF 5 PAGES**  
**2 PAGES FOR THE REGISTRATION FORM**  
**3 PAGES OF TERMS AND CONDITIONS**



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## **TERMS AND CONDITIONS**

1. In these terms and conditions, unless stated otherwise:

1.1. "Curve Concepts" means Curve Concepts (Pty) Ltd (registration 2005/003178/07), as well as its web properties, including www.curveconcepts.co.za, www.customusb.co.za, www.customusbdrives.co.za, www.usbdrives.co.za and www.usbdrive.co.za)

1.2. "the Customer" means the company or individual contracting with Curve Concepts for the provision of goods and services

1.3. "the Reseller" means a customer that contracts goods and services from Curve Concepts for the purposes of resale to a third party

1.4. "the Order" means the goods and/or services the customer contracts Curve Concepts to provide.

2. These terms and conditions govern all transactions between Curve Concepts and the customer, including the specific transactions conducted in terms of orders received. No variation or alteration of these terms and conditions shall be binding on Curve Concepts unless reduced to writing and signed by a duly authorised representative of Curve Concepts.

2.1. Should the customer be domiciled outside the republic of South Africa, all contracts between the agent and Curve Concepts shall be governed to and interpreted in accordance with the laws of the republic of South Africa and the South African Courts shall have sole jurisdiction in respect thereof.

### **3. ORDERS**

3.1. Acceptance of a Curve Concepts quotation by the customer shall mean acceptance of these terms and conditions.

3.2. Acceptance of a Curve Concepts quotation by the customer shall be reduced to writing via a purchase order or written confirmation from the customer.

3.3. The purchase order or written confirmation must include (i) product, model number, colour, quantity and size;

(ii) branding, packaging and services required, if any; (iii) date of order and name of authorising person; (iv) company letterhead with contact details, including telephone number and physical address; and (v) purchase order number if applicable.

3.4. The customer selects as its *domicilium citandi et executandi* the address provided on (i) its reseller application; (ii) its purchase order; or (iii) its written confirmation of order.

3.5. New resellers will be required to submit a completed reseller application form prior to the order being processed.

### **4. BRANDING**

4.1. As different materials used in the manufacture of different products, not all branding options are available on all products.

4.2. Artwork for branding must be supplied by the customer in a high-resolution format acceptable to Curve Concepts, the details of which are available to the customer.

4.3. Artwork requiring manipulation by Curve Concepts will be charged for at the rate published in quotations.

4.4. The full responsibility for the correctness, legality and suitability of the artwork rests with the customer. Curve Concepts will supply a final proof for approval, following which production will begin and no further changes will be accepted.

4.5. Customers must ensure that they have they required permissions to use any logos, trademarks, images and other graphics, sounds, videos and text. If required by customs authorities, the customer shall provide proof of such permission to Curve Concepts. Should branded goods be confiscated by authorities for intellectual property infringement, the customer shall be liable for the full amount owing to Curve Concepts and shall bear any legal costs and implications.

4.6. Pantone references must be supplied for colour printing. If these are not supplied, Curve Concepts cannot be held responsible for colour variation. Slight colour variation may occur even with the correct Pantone numbers.

4.7. The customer must notify Curve Concepts within 2 (two) business days of delivery if the branding is deemed to be not according to the approved proof and must return the goods for inspection. The decision as

Curve Concepts (Pty) Ltd | 2005/003178/07 | VAT registration number 4420259907

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to whether or not the items appear to be different to the proof and require replacement is within Curve Concepts' sole discretion. Such items will be replaced at no additional cost to the customer.

## 5. PRE-LOADED DATA

5.1. Data to be pre-loaded onto storage media must be supplied by the customer. The full responsibility for the correctness, legality and suitability of any data to be pre-loaded onto storage media rests with the customer.

5.2. Accordingly, Curve Concepts cannot be held liable for errors, omissions, data that is corrupt, illegal, or that contains viruses and other harmful components that may cause damage to hardware or software.

5.3. The customer must notify Curve Concepts within 2 (two) business days of delivery if the pre-loaded data is deemed to be not according to the files supplied by the customer and must return the goods for inspection. The decision as to whether or not the items appear to be different to the supplied data and require replacement is within Curve Concepts' sole discretion. Such items will be replaced at no additional cost to the customer.

## 6. LEAD TIMES

6.1. Published lead times are from the date of approval of artwork and receipt of payment, whichever comes later (ie. if an order is placed within the lead time but artwork is supplied/approved at a later date, the later date shall apply in calculating the delivery time).

6.2. Published lead-times are for delivery within South Africa only. For other countries, additional time may be required for freight and customs clearance.

6.3. While Curve Concepts will endeavour to deliver within the stated lead times, the customer will be charged the full fee if the order is delayed due to impediments out of Curve Concepts' control, including but not limited to, flight delays, customs inspections, acts of God, natural disasters, war, aircraft mechanical failures, weather delays or any other unforeseen circumstances.

6.4. The order will not be discounted and delivery fees shall not be waived if the shipment is delayed due to the circumstances listed in 6.1 or 6.3 above.

6.5. Curve Concepts reserves the right to levy a surcharge on express deliveries and cannot be held responsible if any of the circumstances in 6.1 or 6.3 above delay the shipment.

## 7. DELIVERY

7.1. All pricing quoted is for collection from our Randburg premises. Delivery is available at an additional cost. Curve Concepts adheres to Incoterms for all local and international deliveries.

7.2. The customer is responsible for insurance on all deliveries and collections, regardless of delivery location.

7.3. For deliveries outside of South Africa: (i) if we deliver, we do not charge South African VAT and the customer shall pay tax and any related duties at the border, (ii) if the customer collects, we charge South Africa VAT at 14%, which the customer can claim from its customs and excise authority, and the customer shall be liable for any customs duties levied.

7.4. Curve Concepts has the ability to ship directly from our factory to a customer's premises anywhere in the world. In this case, the customer is responsible for any insurance, VAT/other tax, customs duties and disbursement fees levied on the shipment. Curve Concepts shall provide the Harmonised Customs Code (HCC, also known as HS code) and the customer is urged to consult local revenue and excise authorities for more details. Familiarity with Incoterms is essential for this type of shipping and Curve Concepts shall bear no responsibility or liability for misunderstanding on the part of the customer.

## 8. CANCELLATION

8.1. Orders for unbranded items may be cancelled within the legally prescribed cooling-off period of 5 (five) business days.

8.2. Orders for branded items cannot be cancelled once final artwork approval is given by the customer and the order has been processed for production. This is accordance with current legislation, including the Section 42 of the Electronic Communications and Transactions Act, in which the cooling off period stipulated in Section 44 does not apply to transactions "(f) where the goods - (i) are made to the consumer's specifications; (ii) are clearly personalised", which overrides the Consumer Protection Act.



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8.3. In the event that the customer cancels an order on branded items already in production, the customer shall be liable for the full value of the order.

## **9. PAYMENT**

9.1. The standard payment terms of Curve Concepts are 100% due on order and production shall not begin until proof of such payment is received in writing. Cash and cheques deposited into Curve Concepts account must have cleared prior to the start of production.

9.2. Any alteration to the standard payment terms must be reduced to writing and signed by a duly authorised director or manager of Curve Concepts.

9.3. Should such an agreement allow the customer to pay a deposit on order, or the full amount on delivery, the balance owing is due immediately upon on delivery. Interest on outstanding amounts will be charged at a rate equivalent to 2% per month on the total overdue account.

9.4. Failing receipt of payment within 30 (thirty) days from date of invoice, without prejudice to other remedies available, Curve Concepts reserves the right to withhold stock and not accept further orders until the account is settled, and the right to inform other suppliers in the industry of poor payment history.

9.5. Failing receipt of payment within 60 (sixty) days from date of invoice, Curve Concepts may pursue the legal remedies available to recover the funds owed.

## **10. WARRANTY**

10.1. Curve Concepts provides a one-year swap-out warranty on items manufactured with A-grade components. No refunds are offered.

10.2. Customers must notify Curve Concepts within 2 (two) business days of receiving the goods if any items are damaged or defective and must return the items to Curve Concepts for inspection.

10.3. Should the items be deemed by Curve Concepts as faulty and if they cannot be fixed, they will be replaced at no additional cost to the customer, or a credit note shall be issued.

10.4. Failing this notification, items that are damaged externally, including but not limited to, bent, crushed, scratched or water damaged, will not be replaced.

10.5. Once the customer transports, distributes or uses the goods, Curve Concepts cannot be held responsible for any damage to the items.

10.6. Should the customer choose to purchase items manufactured with lower than A-grade components, no warranty period shall apply.

## **11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

11.1. In no event or circumstance shall Curve Concepts and its owner, directors, shareholders, subsidiaries, employees or agents be liable for any direct, indirect, punitive, incidental, special or consequential damages resulting from or in connection to the use of its goods and services by the customer or any other recipient. This includes, but is not limited to, loss of business, revenue, profits, data or other economic advantage. This limitation applies whether the alleged liability is on a contract, tort, negligence, strict liability or any other basis, even if Curve Concepts has been advised of the possibility of such damage. If use of the goods or services results in the need to service, repair, recover or correct any equipment or data, you shall assume the costs thereof.

11.2. You agree to defend, indemnify and hold harmless Curve Concepts, its owner, directors, shareholders, subsidiaries, employees, agents and affiliated companies from all claims, liabilities and expenses, including legal costs and collection commissions, arising from or connected to your use of the products and services.

## **12. GENERAL**

12.1. All marketing collateral, including but not limited to catalogues, product images and electronic designs, and sales tools supplied to resellers are the intellectual property of Curve Concepts and shall only be used for the promotion and sale of Curve Concepts products and services.

12.2. All electronic designs, including mock-ups, proofs and 3D designs, are the intellectual property of Curve Concepts and may not be distributed to any person or organisation other than the intended recipient.

12.3. The headings in this document are for clarification purposes only and shall not affect the interpretation of these terms and conditions.

12.4. Curve Concepts reserves the right to alter these terms and conditions from time to time and shall make available an updated document as soon as possible following any changes. ENDS.