

## Registration No:

### Registration Form

All Registrations must be completed in full.

Submitted on (date) :.....

#### Scope of registration:

The Supplier hereby agrees to submit this application for registration on the Buyers Inc website. The website is designed to facilitate the ordering and purchasing process within restaurants and customers in the hospitality industry. A successful registration will grant the supplier the opportunity to provide all Buyers Inc members with its product list and pricing strategies through the inter-active online ordering portal used by Buyers Inc members. The ordering of products is conducted online by the member companies.

The Supplier provides the following information:

Company name: .....

Trading Name: .....

Physical Address: .....

Postal Address: .....

Telephone number: .....

Fax number: .....

Authorised person: .....

Contact number: .....

VAT Registration number: .....

Supplier activity Zone: (please circle appropriate province. On the site you will be required to provide more detail.)

KZN –

Gauteng –

North West Province –

Western Cape –

Freestate –

Northern Cape –

Mpumalanga –

Limpopo –

Eastern Cape –

---

Initial \_\_\_\_\_

## **Buyers Incorporated Registration conditions:-**

- 1) In this Registration, unless the text otherwise indicates –
    - a) Goods mean all goods/ products or services to be supplied as a consequence of this Registration.
    - b) wherever the singular is used, the plural is implied and vice versa
    - c) "Members" means the member companies associated with Buyers Incorporated
    - d) "Buyers Incorporated" or "Buyers Inc" means the company (On line Ordering Services cc)
    - e) "Responsible Person" means a person authorized to contract on behalf of the Supplier.
    - f) "Supplier" means any party that has paid the prescribed Registration fee, submitted a Registration to Buyers Incorporated and has been approved and listed as a supplier or any prospective party or supplier,
  - 2) **Acceptance of Registration**
    - a) Buyers Inc. reserves the right to accept a Registration in part or in whole and is not under any obligation to provide sole mandate to any supplier,
    - b) Buyers Inc. is under no obligation to submit reasons for acceptance or non-acceptance of a Registration,
    - c) The supplier will be notified of the acceptance of Registration in writing,
    - d) Buyers Inc reserves the right to enter into negotiations on any related matter, with the supplier.
    - e) The acceptance of a submission by a supplier does not preclude member companies from negotiating direct with the supplier on more improved terms and conditions other than those provided by the supplier in this registration.
    - f) The supplier agrees and understands that they will be required to meet the costs of the development and software associated with the "loading" of their product list, pictures and prices on the Buyers Inc Website, by Prop Data, the Buyers Inc Website developers.
  - 3) **Specifications**
    - a) Goods supplied must be in accordance with accepted specifications.
    - b) If it is considered necessary, delivery goods will be tested for consistency purposes. Buyers Inc members reserve the right to reject goods that do not comply with specification and/or quality.
  - 4) **Delivery / Packaging / Insurance**
    - a) Unless otherwise specified herein a price will be understood to include all transport, delivery and insurance costs as far as the member's premises.
    - b) Delivery shall be done according to the instructions appearing on the individual members order forms as agreed to by both parties.
  - 5) **Promotion**
    - a) The supplier undertakes, whenever a general promotion is contemplated by them on any item listed on the website, to make such changes on the site granting access to all customers of Buyers Inc. The supplier also accepts responsibility to return the price to "normal" as soon as the promotion has ended.
    - b) In the event of a special promotion, the details of such special may be published on a special location advertising such special on the website as well as in their normal pricing location on the site as per point 5a. Such advertising of the special can only be provided at an extra cost as per the Value Added Services that Buyers Inc has to offer. Advertising and special listings are excluded from the monthly subscription.
  - 6) **Published prices**
    - a) The supplier undertakes that the price as quoted on the website shall always be the "highest" price a member shall have to pay for the product listed.
    - b) As long as the price remains on the site, the supplier commits itself to the price listed.
    - c) This agreement does not in any manner prevent/ restrict or limit a member from negotiating a better price than that listed on the site.
    - d) This agreement does not supecede any agreement that the supplier may have with a member unless the price and condition provided in this agreement is better than the prevailing agreement between the supplier and the member.
    - e) The responsibility to amend prices rests solely with the supplier in the supplier zone. Buyers Inc accepts no responsibility in this regard.
  - 7) **Breach of Standard/ Failure to perform**

Should the Supplier not deliver the goods within the quoted delivery period or provide goods of an inferior quality, such a breach may be reported by the member to Buyers Inc. Buyers Inc will investigate such a breach and inform the supplier accordingly. A repetitive breach of such a nature may result in the supplier being removed from the site.
-

## 8) The "Supplier Zone"

- a) All Suppliers will have access to their company products on the supplier zone.
- b) The supplier shall be responsible for the administration and maintenance of their company information, price and product lists, and in or out of stock allocations.
- c) "Buyers Inc" cannot be held responsible for amendments made to supplier zone by the supplier.
- d) A supplier is prohibited and prevented from accessing another suppliers data base.

## 9) Payment by Supplier (all quoted figures are exc VAT)

- a) The Supplier agrees to pay to Buyers Inc an initial registration fee of R1000, (to be amended from time to time). This provides for initial set up and registration of the supplier, but specifically excludes the first month subscription fee.
- b) The Supplier agrees to pay to Buyers Inc a base monthly subscription, per province in which they choose to supply, of R500, by debit order, to be effected each month in advance. Subscription fees may be amended from time to time
- c) The Supplier also agrees to pay to Buyers Inc a commission on monthly turnover conducted through the site as follows:
  - i) On the first R50 000 turnover Commission due – 0 % , then from
  - ii) R50 001 and greater Commission due – 1%
- d) The supplier may elect to participate in value added services on offer by Buyers Inc. Such services attract a fee and the supplier undertakes to make him /herself, aware of these fees prior to the participation therein.
- e) Buyers Inc shall then invoice the supplier on a monthly basis by no later than the 5<sup>th</sup> of each month.
- f) The Supplier agrees to pay such invoice for Value Added Services and commissions within 30 days of receipt, by cheque or EFT.

## 10) Confidentiality

- a) Buyers Inc commits to the supplier to maintain in confidence that which it is able, all proprietary and confidential information belonging to the supplier, unless authorised in writing to do so. Such proprietary information shall include the suppliers customer list. Such confidential information shall not include any information which the supplier releases in the public domain.

## 11) Requirements

- a) Prospective quantities, if provided in terms of this Registration, are merely given as a guideline only. It cannot be guaranteed that these quantities will be ordered by any particular member or members cumulatively. A letter from Buyers Inc to the Supplier accepting the Registration, or amended Registration, does not in any way constitute an order. No Buyers Inc member is obligated to participate in this contract or to buy from a supplier who has successfully registered with Buy Inc.

## 12) Cession

- a) The supplier may not cede or pledge his responsibilities and rights without prior written agreement of Buyers Inc.

## 13) Tax

- a) All prices in a Registration and therefore all prices published on the site shall exclude VAT

## 14) Termination

- a) Buyers Inc. reserves the sole right to suspend or terminate a membership on reasonable grounds.

In signing below the supplier agrees and accepts that he has read all the terms and conditions above, understands the implications thereof and agrees hereto.

Signed in .....(place) on .....(date)

Name: .....

Signature: ..... (duly authorized)

Witnessed by:

Name: ..... (a Buyers Inc Official)

Signature: .....