

Dear Customer,

Thank you for the interest shown in opening an account with Even Flow Distribution (Pty) Ltd.

If you would like to become an account holder with the Supplier, this application must be completed in full and returned with the required documentation. A signed copy is required in order for this account to be activated.

Please ensure that the following documentation is attached to your application:

- A bank stamped confirmation of Banking details (no personal or savings accounts will be accepted)
- Copy of ID's for all the directors.
- Copy of the signatory's ID (if not a director signing) together with a signed director's resolution
- Copy of the Surety's ID (if different from signatory and not a director)
- Copy of the Company Letterhead.
- Copy of Company Registration Forms

Please also ensure that all pages are initialled, and the application is signed.

Telephonic Queries	+27 (0) 10 015 5390
Delivery via Email	Even Flow Distribution (Pty) Ltd Attention: Email: partners@evenflow.co.za

We trust the above is in order and look forward to being of service to your company and developing a mutually beneficial relationship.

**Regards,
Credit Control Team**

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CUSTOMER ACCOUNT APPLICATION (“INCORPORATING A DEED OF PERSONAL SURETY AND CESSION OF BOOK DEBTS”)

SCHEDULE “A” CUSTOMER DETAILS

1. THE CUSTOMER

Registered Company Name			
Trading Name			
Company Registration No.			
Company VAT No.			
Nature of Business			
Postal Address			
Registered Address			
Telephone No.		Email	
Date Commencing Trading			
Website Address			

2. TYPE OF LEGAL ENTITY

Sole Ownership		Close Corporation	
Partnership		Private Company	
Public Company		Other (describe)	

3. PERSON RESPONSIBLE FOR PAYMENT OF THE ACCOUNT

Description	Accounts	Procurement	Management
Contact Name			
Email Address			
Telephone Number			

4. BANKERS

Name of Bankers			
Account Name			
Account Number			
Branch Name		Branch Code	
Type of Account		Date Account Opened	

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5. AUDITORS

Name of Auditors	
Auditor Contact Details	
Physical Address	

6. PROPERTY DETAILS

	Bond	Leased	Other
Name of Landlord/Owner			
Address			
Contact Number			

7. TRADE REFERENCES (MINIMUM OF 3)

Company Name	Contact	Telephone Number	Credit Limit

8. DETAILS OF PRINCIPALS (OWNERS/DIRECTORS/MEMBERS)

Full Name	ID Number	Home Address	Position

9. CREDIT PERIOD

Estimated Monthly Purchase							
Credit Limit Required							
Terms Required		COD		7 Days from Invoice		30 Days from Invoice	30 Days from Statement
The Supplier shall notify the Customer in writing of its approval or rejection of the Customer's application, together with its approved credit limit and payment terms (if any).							

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10. CONFIRMATION BY SIGNATORY

The signatory whose signature appears below hereby:

10.1 Warrants that he/she is duly authorised by the Customer as recorded under "Registered Company Name" to sign this document.

10.2. Certifies that the information provided is true and correct.

10.3. Warrants that he/she has read and understood the Terms and Conditions of Sale recorded in Schedule "B" hereof and acknowledges that all business will be conducted in accordance with the provisions thereof.

By my signature below, as a representative of the Customer, in terms of this clause 10 of Schedule "A", I hereby warrant that I have read, understood and accept that the terms and conditions of this Agreement as binding on the Customer.

Signed at on

For and on behalf of the Customer:
(who warrants that he/she is duly authorised hereto)

Name: Position:

Signature:

11. PERSONAL SURETY

The signatory whose signature appears below hereby:

11.1. Binds himself/herself in his/her private and individual capacity as surety and co-principal debtor in solidum with the Customer (referred to in paragraph 1 above) in favour of the Supplier for the payment of any and all amounts that are due or at any time that become due to the Supplier by the Customer in terms of this Agreement.

11.2. Acknowledges that the surety shall be a continuing surety that may only be cancelled by the Supplier.

By my signature(s) below as surety and co-principal debtor with the Customer, in terms of Schedule "E" of this Agreement and this clause 11 of Schedule "A", I hereby warrant that I have read, understood and accept that the terms and conditions of this Agreement are binding on me as surety. I confirm that my attention has been drawn to Schedule "E" of this Agreement and this clause 11 of Schedule "A" and I have had the opportunity to consider the same prior to signing this customer account application form and the terms and conditions of sale.

Signed at on

Signature:

Name: ID No:

Address:

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**SCHEDULE "B": GENERAL TERMS AND CONDITIONS OF PURCHASE
("INCORPORATING A DEED OF PERSONAL SURETY AND CESSION OF BOOK DEBTS")**

1. INTRODUCTION

- 1.1 The Supplier is a supplier of various Goods and/or Services which it sources from Principal Suppliers.
- 1.2 The Customer is a purchaser of the Goods and/or Services supplied by the Supplier.
- 1.3 These general terms and conditions will apply to every order for Goods and/or Services placed by the Customer with the Supplier.

2. INTERPRETATION

In these terms and conditions–

- 2.1 The headings to the clauses are for reference purposes only and shall not be used in the interpretation thereof.
- 2.2 Words which signify or denote:
- 2.3 any gender shall import and include the other genders;
- 2.4 a natural person shall import and include an artificial person and vice versa;
- 2.5 the singular shall import and include the plural and vice versa.
- 2.6 Unless otherwise indicated, words to which a meaning is ascribed in the body of this Agreement shall bear that meaning wherever such words appear thereafter.
- 2.7 For its interpretation the laws of the Republic of South Africa shall apply.
- 2.8 Schedules shall be read as if incorporated herein.
- 2.9 Whenever a term is followed by the word "including" or "include" or "excluding" or "exclude" and specific examples, the examples shall not limit the ambit of the term.
- 2.10 The rule of construction that an Agreement shall be interpreted against the Party responsible for its drafting or preparation shall not apply.

3. DEFINITIONS

Wherever the following words or phrases appear in these terms and conditions they shall have the meanings ascribed to them below:

- 3.1 "Agreement" shall mean this Customer Account Application to which these General Terms and Conditions are attached and comprising of Schedule "A", "B", "C", "D" and "E" respectively;
- 3.2 "Affiliate" means, with regard to the Supplier, any legal entity which the Supplier Controls, or which Controls the Supplier, or which is under common Control with the Supplier;
- 3.3 "Credit Period" shall mean the period approved by the Supplier in writing, within which the Customer is required to settle an invoice rendered for Goods and/or Services supplied by the Supplier from time to time;
- 3.4 "Control" means owning more than 50% (fifty percent) of the issued share capital or having the legal power to direct or cause the direction of the general management and policies of the company in question;

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- 3.5 "Customer" shall mean the person or entity as described in paragraph 1 of Schedule "A" of this Agreement, of which these terms and conditions comprise Schedule "B";
- 3.6 "Supplier" shall mean Even Flow Distribution (Pty) Ltd , registration number: 2013/043167/07.
- 3.7 "Goods" shall mean any equipment/stock /goods/hardware/consumables/software/software licences purchased by the Customer from the Supplier from time to time;
- 3.8 "Parties" shall mean the Supplier and the Customer and "Party" shall mean either one of them as the context may require;
- 3.9 "Personnel" means any director, employee, agent, consultant, contractor or other representative of the Supplier;
- 3.10 "Principal Supplier(s)" shall mean the supplier(s) or manufacturer(s) from whom the Supplier purchases Goods from time to time in terms of the Supplier's Agreement with the Principal Supplier;
- 3.11 "Schedule "A" shall mean the Customer Account Application form to which these terms and conditions are attached and incorporating a Deed of Suretyship and a Deed of Cession;
- 3.12 "Schedule "B" shall mean these terms and conditions;
- 3.13 "Schedule "C" shall mean the consent to processing of personal information attached to this Agreement;
- 3.14 "Schedule "D" shall mean the Deed of Cession attached to this Agreement;
- 3.15 "Schedule "E" shall mean the Suretyship Agreement;
- 3.16 "Services" shall mean those services (if any) provided by the Supplier to the Customer from time to time;
- 3.17 "Specific Terms" shall mean any specific terms and conditions applicable to the Goods and/or Services as prescribed by the Supplier and/or the Principal Supplier and/or manufacturer from time to time.

4. ORDERS AND QUOTATIONS

- 4.1 As and when the Customer requires Goods and/or Services from the Supplier, the Customer shall provide the Supplier with a request to provide the Customer with a quotation for such Goods and/or Services required ("quotation request").
- 4.2 Within a reasonable time of the date of receipt of a quotation request from the Customer, the Supplier shall provide to the Customer a quotation which quotation shall be valid for the period stated therein (if no period is stated it shall be deemed to be valid for a period of 24 hours), but shall be revocable by the Supplier any time prior to acceptance thereof by the Customer.
- 4.3 If a Customer accepts the Supplier's quotation, the Customer shall render a purchase order for the Goods and/or Services, which shall constitute a binding agreement and these terms and conditions as well as any additional conditions contained in the quotation shall apply to such agreement.
- 4.4 All quotations and/or purchase orders are at all times subject to the Specific Terms, copies of which shall be provided to the Customer on written request. The Customer acknowledges that it is aware of the Specific Terms (if applicable).
- 4.5 The quotation request placed by the Customer shall;
- 4.5.1 Stipulate the part, number, quantity and description of the Goods required;
- 4.5.2 Where delivery is required at a destination other than the Customer's address, the delivery address needs to be specified;
- 4.5.3 Stipulate the desired time for delivery, which shall always be subject to the availability of Goods and/or Services and the ability by the Principal Supplier to comply;

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4.6 the Supplier shall use its best endeavours to comply with the specifications referred to in 4.5 above, but shall not be liable for any delay unless such delay is due to its gross negligence or wilful misconduct.

5. PRICE AND PAYMENT

In respect of all orders, unless the contrary is stated, the following price and payment terms will apply:

5.1 Prices contained on the quotation are exclusive of value added tax (VAT).

5.2 In addition to any quotation or invoice rendered by the Supplier to the Customer, the Customer shall further be obliged to pay to the Supplier:

5.2.1 the amount of any tax, duty or other charge that may be imposed by any lawful authority, which comes into force in respect of an order after a quotation and/or an invoice was rendered;

5.2.2 the amount of any increases in: the prices charged by the Principal Supplier, rates of exchange, freight charges, insurance, railage, costs of labour and materials or any other charges after date of quotation;

5.2.3 any other additional costs in respect of an order of any nature whatsoever incurred as a result of any delay caused by the Customer or due to factors beyond the control of the Supplier;

5.2.4 any expense incurred by the Supplier at the instance of the Customer in modifying, altering or making additions to the design, quantities or specifications for standard Goods, and any expenses arising as a result of suspension of work by the Supplier due to instructions given, or a failure to give instructions by the Customer.

5.3 Payment by the Customer to the Supplier shall be made:

5.3.1 free of exchange and without any deduction or set off;

5.3.2 into the nominated bank account of the Supplier or into such other bank account as the Supplier may direct from time to time in writing;

5.3.2.1 Any changes to the Supplier's bank account details are only valid if provided by a financial manager of the Supplier, on a Supplier letterhead, and sent from a Supplier email address. Customer bears any risk should it act on changes to the Suppliers bank account details that are not in accordance with the foregoing.

5.3.3 in cash or by electronic fund transfer, unless otherwise agreed to by the Supplier;

5.3.4 prior to the expiry of the Customer's approved Credit Period, or if there is no Credit Period has been approved, cash on or before delivery.

6. DELIVERY

6.1 The Supplier shall use its best endeavours to make delivery as near as possible as to the time frames indicated on the quotation.

6.2 The Supplier shall keep the Customer informed of any delays in delivery, and late delivery does not entitle the Customer to resile from the Agreement, to withhold or defer any payment, to a reduction in price, nor to any other remedy against the Supplier on account of delays in effecting delivery.

6.3 If delivery of any particular order is to be effected in instalments, the Supplier shall not be obliged to deliver any part of the order until the purchase price which is overdue in respect of the part of the order which has already been delivered, has been paid.

6.4 The Supplier is hereby authorised to engage a third party to attend to the delivery of the Goods. The Supplier shall be entitled to instruct such third party on any terms it sees fit.

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6.5 Should the Customer instruct the Supplier to engage a third party on the Customer's behalf to attend to the delivery of the Goods:

6.5.1 The Customer indemnifies the Supplier against any claims that may arise against the Supplier from such an instruction by the Customer;

6.5.2 The Customer shall reimburse the Supplier for any costs incurred in arranging such delivery, including but not limited to, the costs of necessary disbursements and insurance.

6.5.3 The Goods shall be deemed to have been delivered to the Customer upon collection of the Goods from the Supplier by the third party, or upon delivery by the Supplier to the third party.

7. RISK OF DAMAGED, DESTROYED AND/OR MISSING GOODS

7.1 The risk of damage to, or destruction of, any relevant Goods passes to the Customer on delivery thereof by the Supplier to the Customer, at the delivery destination.

7.2 The Customer shall be obliged to inspect all Goods upon delivery thereof and shall endorse the delivery note as to any missing or damaged Goods. Any signature on the delivery note by the Customer or the person taking delivery on behalf of the Customer shall be deemed to confirm complete delivery.

7.3 No claims for missing or damaged Goods shall be valid unless the delivery note has been endorsed by the Customer as stated in 7.2 above.

7.4 The Customer shall be obliged to furnish information necessary to enable delivery of the relevant Goods to be effected and if the Customer fails or refuses to do so, or if it fails or refuses to take delivery, the Goods shall be deemed to have been delivered to the Customer upon notification.

7.5 If the Supplier is unable, or is requested not to deliver the Goods to the Customer due to any act or omission on the part of the Customer, it shall be entitled to charge the Customer for the storage of the Goods.

8. OWNERSHIP

8.1 Ownership of the Goods purchased shall only pass from the Supplier to the Customer upon payment in full to the Supplier.

8.2 The Supplier reserves the right to inform the landlord of the premises in which the Goods are or at any time may be, of the provisions of this clause. The Customer shall be obliged to advise the Supplier of the name and address of the landlord of any such premises.

9. WARRANTIES AND GUARANTEES

9.1 The Customer agrees that it was not induced into entering this Agreement on the strength of any warranties, guarantees or representations by the Supplier, whether expressly or tacitly.

9.2 The Supplier does not provide any warranty and/or guarantee to the Customer in respect to the Goods and/or Services on any kind whatsoever.

9.3 Insofar as the manufacturer may give any warranty and/or guarantee in respect of the Goods, it is the responsibility of the Customer to acquaint itself with such warranty/guarantee and the manner to perfect such warranty and/or guarantee.

9.4 The Customer warrants in favour of the Supplier that its annual turnover and/or asset value exceeds the threshold value as determined by Minister in terms of the Consumer Protection Act and in accordance with the schedule published under Government Gazette Notice 895, as updated and amended from time to time. As such the Customer acknowledges that the Consumer Protection Act does not apply.

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10. HANDLING FEE

10.1 If the Customer requests to return Goods to the Supplier for any reason whatsoever other than in terms of any manufacturer's warranty or guarantee, the Supplier reserves the right to levy a handling fee of 10% (ten per cent) of the purchase price of such Goods returned. The Supplier is not obliged to accept the return of any Goods and shall, at its discretion, render assistance in this regard as an additional separate and discretionary service for the Customer.

11. WARRANTY RETURNS

11.1 To the extent that the Goods supplied by the Supplier are in any way defective, the Customer shall be entitled, within the warranty period, and subject to the terms of the warranty, applicable to such Goods and at the sole discretion of the Supplier, to either a repair or replacement of such defective Goods. This clause 11.1 shall at all times be subject to the following:

11.1.1 The Customer notifying the Supplier within 7 (seven) days of such defect arising, which notice must be in writing, and must clearly specify the alleged defect, and be supported by the original tax invoice;

11.1.2 The Goods must be returned by the Customer to the Supplier, at the Customers expense, packaged in their original or suitable packing material, together with all manuals, accessories, and other parts provided with the Goods;

11.1.3 The Goods being returned must still be covered by a valid manufacturer warranty and/or guarantee at the time of return, as confirmed by the Supplier.

11.2 The Supplier shall be relieved of all obligations in terms of clause 11.1 should:

11.2.1 Repairs be made to the Goods by any unauthorised third party;

11.2.2 Any modifications be made to the Goods;

11.2.3 The Goods have been used or operated with any accessory, equipment, or part not specifically supplied and/or approved by the manufacturer and/or the Supplier in writing;

11.2.4 The Goods have not been operated or maintained in accordance with the manufacturers and/or the Suppliers instructions; or under normal use; or have been incorrectly installed;

11.2.5 The Goods have been used contrary to the terms of the applicable manufacturer warranty and/or guarantee.

12. IMPORTED GOODS

12.1 Where the Goods or any part thereof are to be imported, this Agreement is subject to the condition that:

12.1.1 The Supplier's order is accepted and confirmed by the Principal Supplier and that delivery is made thereunder in due course; and

12.1.2 The Supplier or Principal Supplier obtains the necessary import permits to import the Goods.

12.2 Substitute goods or parts

12.3 Should any materials or Goods specified or otherwise required in order to fulfil the Supplier's obligations in terms of this Agreement become unavailable after quotation, the Supplier reserves the right to alter specifications as conditions warrant or to supply the Customer with alternative or substitute Goods.

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13. DOCUMENTATION

13.1 All specifications, descriptive matter, drawings and other documents furnished by the Supplier to the Customer at any stage do not form part of these terms and conditions, are approximate only and the Supplier cannot be held responsible for loss due to discrepancies therein.

14. INSURANCE

14.1 The Supplier shall at any stage prior to delivery of the Goods, be entitled to require the Customer to insure the Goods at its own expense and thereafter keep the Goods insured until such time as the price has been paid for in full.

15. CERTIFICATE OF INDEBTEDNESS

15.1 The Customer agrees that the amount due and payable to the Supplier shall be determined and proven by a certificate issued by the Supplier and signed on its behalf by any person duly authorised by the Supplier, which authority need not be proven. Such certificate shall be prima facie proof of the indebtedness of the Customer.

16. INTEREST

16.1 The Customer shall pay interest on all amounts owing by the Customer to the Supplier which have not been paid on the due date thereof, at the prevailing prime interest rate plus 3% (three percent), calculated from the day payment became due up to and including the final date of payment.

17. INDEMNITY AND WAIVER

17.1 The Customer waives any claim which it may have against the Supplier arising out of any loss or damage which the Customer may suffer or any expense that the Customer may incur as a result of any act or omission committed by the Supplier, other than that caused by gross negligence on the part of the Supplier.

17.2 In the event that the Customer, who acts as a supplier for their consumer and as such becomes a supplier as defined in the Consumer Protection Act, Act No 68 of 2008 ("CPA"), does not comply with the provisions of the CPA in any manner whatsoever and the consumer proceeds with a claim against the Supplier, the Customer indemnifies the Supplier against any claims made against the Supplier by the consumer.

18. LIMITATION OF LIABILITY

18.1 To the extent permitted by applicable law, regardless of the form (whether in contract, delict or otherwise) in which any legal action may be brought, the Supplier's maximum liability for direct damages for anything giving rise to any legal action shall be an amount equal to the total paid or payable by the Customer to the Supplier in respect of the applicable Goods and/or Services to which the claim relates.

18.2 To the extent permitted by applicable law, in no event shall either Party be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from the supply of the Goods and/or Services.

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19. CESSION, ASSIGNMENT, AND SUBCONTRACTING

19.1 The Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third party without the prior, written consent of the Supplier.

19.2 It is expressly recorded that the Supplier shall be entitled to cede and assign all rights and obligations under this Agreement to any of its Affiliate without the prior written consent of the Customer, provided that the Supplier shall notify the Customer within a reasonable time of the event occurring.

19.3 The Supplier may sub-contract or delegate its obligations under this Agreement to any third-party contractor without notice to, or the consent of, the Customer. The Supplier shall remain liable for performance of such third-party contractors. The Supplier shall not be required to disclose to the Customer the terms (including payment terms) of any sub-contract entered into with respect to the Supplier's obligations under this Agreement

20. NATIONAL CREDIT ACT 34 OF 2005

20.1 The Customer hereby warrants that at the time of signature of this Agreement, the combined asset value or annual turnover of the Customer and its' related juristic persons is equal to, or exceeds, the amount as published from time to time by in sections 4(a)(i) and section 7(1) of the National Credit Act 34 of 2005.

20.2 The Customer acknowledges and accepts that the Supplier is an incidental credit provider who only charges interest after 30 days, alternatively, on breach of Agreement and accordingly it does not have to register as a credit provider as provided for in Section 40 of the National Credit Act 34 of 2005.

21. BREACH

21.1 In the event that any party ("the defaulting party") commits a breach of any of the provisions of this Agreement then any party not in breach ("the aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach.

21.2 If the defaulting party fails to comply with that notice within 15 (fifteen) days of receipt thereof, subject to any other provisions of this Agreement to the contrary, the aggrieved party shall be entitled to cancel this Agreement or to claim specific performance, in either event without prejudice to the aggrieved party's right to claim damages and without prejudice to such other rights as the aggrieved party may have at law.

21.3 Without limiting the generality of the foregoing, should the Customer:

21.3.1 fail to pay any amount payable by it on due date;

21.3.2 commit any act of insolvency or endeavour to compromise generally with its' creditors;

21.3.3 do or cause to be done anything which may prejudice the Supplier's rights hereunder or at all;

21.3.4 allow any judgment against it to remain unsatisfied for 7 (seven) days;

21.3.5 be placed into provisional or final liquidation, judicial management, sequestration or voluntarily surrender his/her estate;

21.3.6 the Supplier shall have the right to, without prejudice to any other right which it may have against the Customer, to elect to:

21.3.6.1 treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Customer until the Customer has remedied the breach;

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21.3.6.2 cancel this Agreement and retake possession of any of the Goods sold.

21.4 Should the Supplier remove the Goods from the premises of the Customer or a third party to whom the Goods have been on-sold, the Customer hereby indemnifies the Supplier against any and all damage of whatsoever nature, howsoever and by whomsoever caused in relation to the removal of the Goods.

22. DOMICILIUM

22.1 For all purposes of or arising out of this Agreement including, but not by way of limitation, the giving of any notice the making of any communication, the payment of any monies and the serving of any processes the Customer chooses its domicilium citandi et executandi ("domicile") at the addresses as set out in paragraph 1 of Schedule "A" of this Agreement and the Supplier chooses its domicile at: First Technology Building, 26 Augrabies Road (off Bekker Road), Waterfall Office Park, Midrand, 1686 South Africa. Marked for Attention: Arnold Sharp (ArnoldS@firsttech.co.za) and Richard Hammond (RichardH@firsttech.co.za).

22.2 Any notice given in terms of this Agreement shall be in writing.

22.3 Any party by notice to the other shall be entitled from time to time to vary its domicile to any address within the Republic of South Africa provided that such other address may not be a post office box or poste restante. Such change of domicile shall become effective on receipt thereof by the addressee.

22.4 Any notice and any communication or payment made by either party to the other ("the addressee") which is delivered by hand or courier at the addressee's domicile for the time being shall be presumed until the contrary is proved to have been received by the addressee at the time of delivery;

22.5 if sent by electronic mail shall be presumed unless the contrary is proved by the addressee to have been received on the date of transmission.

23. NON-SOLICITATION

23.1 The Customer undertakes that neither it nor any, company, firm, employee or agent of it, without the written consent of the Supplier and for the duration of this Agreement and for a period of 12 (twelve) months following termination of this Agreement, for whatever reason, engage, employ or otherwise solicit or attempt to engage, employ or otherwise solicit for employment, whether directly or indirectly under any circumstances, any person who, during the currency of this Agreement is or was part of the Personnel of the Supplier.

23.2 Should the Customer breach the provisions of this 23.1, the Customer shall then have 7 (seven) days, after receiving written notice from the Supplier, in which to remedy the breach by cancelling and/or terminating any relationship it may have with the recruited Personnel.

24. GENERAL

24.1 No agreement to alter, vary or cancel this Agreement and no addition or amendment to or deletion from this Agreement shall be of any force and effect unless reduced to writing and signed by all the parties.

24.2 No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show grant or allow to the other ("the grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

24.3 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

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24.4 This Agreement constitutes the whole Agreement between the parties and supersedes all prior verbal or written Agreements or understandings or representations by or between the parties regarding the subject matter of this Agreement.

24.5 Unless the context indicates otherwise the rights and obligations of any party arising from this Agreement shall devolve upon and bind its successors-in-title.

24.6 The parties shall try, in good faith, to solve amicably, and by mutual agreement, any dispute which may arise between them with respect to the Agreement in any way they deem appropriate.

24.7 The laws Republic of South Africa shall apply to the interpretation of this Agreement and the parties accordingly agree that any dispute between the parties shall be resolved in Republic of South Africa. The parties hereby consent to the jurisdiction of the Magistrates Court otherwise having jurisdiction in respect of any proceedings (not subject to arbitration in terms of this Agreement) in respect of or arising out of this Agreement or it's cancellation notwithstanding that the amount of the claim may exceed the normal jurisdiction of the Magistrate's Court; this document constituting the required consent by the parties to the jurisdiction of the Magistrates Court in accordance with section 45 of the Magistrates Court Act.

24.8 The Customer shall be liable for all costs incurred by the Supplier in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel, whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgement.

24.9 In the event that either party is unable to perform its obligations (excluding a payment obligation) by reason of force majeure, neither party shall have any claim against the other as a consequence of such failure. For the purpose of this Agreement "force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, omissions or accidents beyond the reasonable control of the party to perform.

24.10 Documents scanned and transmitted electronically as well as documents signed by electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The Customer hereby waives any right which it may have to dispute the validity or enforceability of this Agreement by virtue of its failure to initial each page of this Agreement.

25. CONSENT

25.1 The Customer hereby authorizes the Supplier to do the necessary credit checks and to reveal any information contained herein to any Credit Bureau for the purpose of establishing the Customer's Credit Record.

25.2 The Customer hereby consents to the Supplier processing (or permitting a third party to process) any data or personal information of the Customer, subject to any Applicable Laws, as provided for in Schedule C to this Agreement.

25.3 Each Party warrants that it shall at all times comply with the provision of the Protection of Personal Information Act 4 of 2013.

26. CREDIT ACCOUNT FACILITIES AND WITHDRAWAL

26.1 The decision to grant the Customer any credit facilities and the extent thereof shall at all times be at the sole discretion of the Supplier. Notwithstanding any credit limit approved, the Customer will remain liable for all purchases made irrespective of whether it has exceeded the credit limit approved by the Supplier.

26.2 The Supplier may, at any time and in its discretion, terminate this Agreement and/or the Customer's credit facilities on written notice to the Customer in which case all amounts outstanding shall immediately become due and payable by the Customer.

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SCHEDULE "C" – CONSENT TO PROCESS PERSONAL INFORMATION

CONSENT TO PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ("Act")

By

Registration number: **"You"**

In favour of

Even Flow Distribution (Pty) LtdRegistration number: **2013/043167/07****"Company"**

1. During the course of its engagement with you, the Company will be required to collect, process, transfer and store personal information provided or otherwise made available by you to the Company.
2. In order for the Company to ensure its compliance with the requirements of the Act it requires certain consents from you, and as such you agree and consent to the following:
- 2.1. The Company processing any personal information received from you as is necessary in order for the Company to perform its obligations and/or enforce its rights in terms of any agreements it may have with you and/or as is authorised in terms of the Act.
- 2.2. The Company processing any personal information received from you in accordance with (i) the conditions of lawful processing as set out in the Act, (ii) the terms of the Company's Data Privacy and Security Policy (a copy of which is available upon request); and (iii) any other applicable signed agreement entered into between you and the Company. In the event of any conflict or inconsistency, the terms of this consent shall prevail.
- 2.3. The Company processing and/or transferring (including where applicable cross border transfer) any personal information received from you to an authorised third party strictly in accordance with the terms of the Act, the above-mentioned policy, and any other applicable signed agreement entered into between the Parties.
3. You warrant, in respect of any personal information you provide, or otherwise make available, to the Company, that (i) you have obtained all necessary corresponding consents from the data subject concerned, (ii) all such personal information is accurate and reliable, and (iii) you shall notify the Company in writing of any changes to such personal information.
4. You have the right to revoke the consent given in terms of this document at any time on written notice to the Company. Any withdrawal of consent is not retroactive.

Signed at on For and on behalf of the Customer:
(who warrants that he/she is duly authorised hereto)Name: Position: Signature: **CAPE TOWN**+27 (0) 21 015 5270 | cptsales@evenflow.co.zaUnit 19, 20 & 21, Frazzitta Business Park,
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SCHEDULE "D": DEED OF CESSION

I the undersigned in my capacity as of Registration Number ("the Customer") do hereby cede, assign and transfer unto and in favour of Even Flow Distribution (Pty) Ltd with Registration Number: 2013/043167/07 "the Creditor", all its right, title and interest in and to all the book debts which the Customer may now or in the future have, acquire and hold against all or any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae ("the Debtors") as continuing covering security for the due payment of every sum of money which may now, or at any time hereafter, be or become owing by the Customer to the Creditor from whatsoever cause arising which we may now be, or become, bound to perform in favour of the Creditor. I/We hereby irrevocably grant to the Creditor, with power of substitution, full power and authority to recover in our name from all or any of the Debtors, all amounts and all Goods and other assets which we may be entitled to recover and/or repossess and, if so determined by the Creditor, to institute action in our name against all or any of the Debtors for the purpose of the said recoveries and to retain the proceeds recovered in the exercise of such powers on account of, and in reduction of, our indebtedness to the Creditor, including all costs and expenses of whatsoever nature together with interest at the maximum rate permitted by law, together with legal costs as between attorney and client incurred in the exercise of any such power. I/We hereby warrant and undertake in favour of the Creditor and agree that:

1. I/We have not ceded to anyone else all or any of the amounts which are now, or will hereafter become, owing to the Customer by the Debtors. If, despite anything hereinbefore contained, there shall have been any prior cession in whole or in part of the claims hereby ceded to the Creditor, then this cession shall be deemed to be a cession of any reversionary right, title and interest in and to any of the claims which we may have, or which we may acquire, after the termination of any prior cession.
2. I/We agree that this cession and pledge shall be of force and effect until all liability to the Creditor has been paid or otherwise discharged.
3. Irrespective of whether the Debtors will have been notified of this cession or not, all sums of money which we collect from the Debtors or any of them shall be collected and received by us as agents on the Creditor's behalf.
4. The Creditor shall at any time hereafter be entitled to give notice of this cession to all or any of the Debtors and either require the said Debtors to continue to make payments to the Customer as agents for and on behalf of the Creditor or to make the said payments direct to the Creditor or to the Creditor's agent and the Creditor shall have the right at any time to vary the terms of such notice.
5. The Creditor shall be entitled at all times to inspect and/or remove to any place our books of accounts, invoice and delivery books and other records of whatsoever nature relating to the Debtors or otherwise, and to extract from them all such details and/or copies as the Creditor may in its sole and absolute discretion require.
6. A certificate of account signed by any director of the Creditor as to the existence and amount of our indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, and/or as to any other fact, matter or thing related to our indebtedness to the Creditor shall be prima facie proof (sufficient evidence) of the content and correctness thereof.
7. The Creditor shall be entitled at any time to cede and make over to any person, firm or company which acquires the Creditor's claims against us or any part thereof, all or any of the Creditor's rights in terms of this cession.

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8. I select, as domicilium citandi et Executandi the following physical address;

at which address all court processes, notices and communications may be served and sent to us. All notices addressed and delivered to us at the said address by courier shall be deemed received on the day of delivery.

9. It is agreed that each clause, sub-clause and word in this deed of cession is severable, the one from the other. If any clause, sub-clause or word is found unenforceable, void or unfair for any reason by any competent court, the remaining clauses, sub-clauses and words shall be, and continue to be, of full force and effect.

11. No amendment, alteration, variation, deletion, addition or consensual cancellation of this document shall be of any force and effect unless reduced to writing and signed by the Creditor.

12. No latitude, indulgence, failure to act upon this cession at any time or extension of time granted by the Creditor to me/us shall prejudice in any way the rights of the Creditor, nor shall it create new rights nor be construed as a waiver.

Signed at on

For and on behalf of the Customer:
(who warrants that he/she is duly authorised hereto)

Name: **Position:**

Signature:

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SCHEDULE "E": SURETYSHIP AGREEMENT

The Surety, by his/her signature hereto, binds himself/herself in favour of the Supplier, its successors-in-title and assigns, as surety for, and co-principal debtor in solidum with, the Customer for the due and punctual performance by the Customer of all its obligations to the Supplier in terms of this Agreement. The suretyship obligation is an unlimited obligation with regard to any and all present and future indebtedness already incurred or to be incurred by the Customer, notwithstanding any agreed limit from time to time.

1.2. The suretyship shall remain in full force and effect notwithstanding;

1.2.1. any indulgence, concession, leniency or extension of time which may be shown or given by the Supplier to the Customer and/or Surety;

1.2.2. any amendment/s to this Agreement and/or any other agreement/s for the time being subsisting between the Parties.

1.3. The Surety hereby renounces the benefits of the legal exceptions "non causa debiti", "error calculi", "excussion", "division", "no value received" and "revision of accounts", and the meaning and effect of all of which he declares himself to be fully acquainted.

1.4. The signatory warrants, as a material warranty which the Supplier relies on in entering into this Agreement, that he/she is duly authorised to represent and bind the Customer to this Agreement, and that he/she had read and understood each term and condition of this Agreement and accepts them as binding on the Customer and himself/herself as Surety.

1.5. The Surety shall be liable for all costs incurred by the Supplier in the recovery of any amounts or the enforcement of any rights which it has herein, including collection commission, costs on an attorney and own client scale, and the cost of counsel as on brief, whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction and/or enforcement of such judgment.

1.6. The Surety shall forthwith after the conclusion of this Agreement, furnish the Supplier with all information reasonably required by the Supplier to enable it to comply with its obligations. the Surety warrants that the information provided is true and correct in every respect. the Surety undertakes to update the information furnished to the Supplier in order to ensure that the information is accurate and up to date.

1.7. Any judgment, whether formal or informal, in favour of the Supplier against the Customer shall, notwithstanding that the Surety has not been joined in the proceedings giving rise to the judgment, preclude the Surety from being entitled to dispute the merits of the claim, in respect of which the judgment has been granted, in proceedings against the Surety.

1.8. The Surety warrants that he/she is entering into this Suretyship in the ordinary course of his/her business and/or trade and/or profession and as such the matrimonial property act, 88 of 1984 is not applicable to this Suretyship.

1.9. The Surety acknowledges that he has been given an opportunity to read through, seek advice (including legal advice) and ask questions on the contents of this Suretyship Agreement.

Signed at on

Signature:

Name:

ID No:

Address:

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