

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, the following Customer Account Application must be completed in full and returned with the below required documentation. A signed copy is required for your account to be activated.

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

- A bank stamped confirmation of Banking details (no personal or savings accounts will be accepted);
- Copy of IDs for all the directors;
- Copy of the signatory's ID accompanied by a signed director's resolution (if the signatory is not a director) if applicable;
- Copy of the company letterhead;
- Copy of Company Registration Forms; and
- Please also ensure that all pages are initialled, and the application is signed.

Telephonic Queries

+27 (0) 10 015 5390

For manual processed
applications only:
Delivery via Email.

Even Flow Distribution (Pty) Ltd

Attention: credit.applications@epsidon.co.za

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

CAPE TOWN

+27 (0) 21 015 5270 | cptsales@evenflow.co.za

Unit 19, 20 & 21, Frazzitta Business Park,
C/O Koeberg & Freedom Way,
Milnerton, Cape Town, 7441

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Umhlanga, 4051

**CUSTOMER ACCOUNT APPLICATION
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 (Tick the appropriate box)

Sole Ownership	Close Corporation	Partnership	Private Company	Public Company	Other(describe) _____ _____
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3. PERSON RESPONSIBLE FOR PAYMENT OF THE ACCOUNT

Description	Accounts	Procurement	Management
Contact Name			
Email Address			
Telephone number			

4. AUDITORS

Name of Auditors	
Auditor Contact Details	
Physical Address	

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5. BANKERS

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

6. PROPERTY DETAILS

(Tick the appropriate box)						
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

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9. CREDIT PERIOD

Terms requested (Tick the appropriate box)	COO		30 Days from Statement	
Estimated Monthly Purchase				
Credit Limit Required				
The Supplier will notify the Customer in writing of its approval or rejection of the Customer's Account Application, together with its approved credit limit and payment terms (if any).				

10. CONSENT, CREDIT ACCOUNT FACILITIES AND WITHDRAWAL

- 10.1. 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.
- 10.2. 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 "B" to this Customer Account Application.
- 10.3. The decision to grant the Customer any credit facilities and the extent thereof will 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.
- 10.4. The Supplier reserves the right to vary, change, or limit the amount or duration of credit to be allowed to the Customer, either generally or with respect to a particular order.
- 10.5. The Customer hereby warrants that at the time of signature of the 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 in sections 4(a)(i) and section 7(1) of the National Credit Act 34 of 2005 (or equivalent legislation in the territory in which the Customer trades).
- 10.6. 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 (or equivalent legislation in the territory in which the Customer trades).
- 10.7. No agreement or credit facility resulting from the Agreement constitutes a credit agreement to which the provisions of Section 90 of the National Credit Act are applicable, as the Customer warrants that their turnover and/or gross assets exceed the threshold applicable to the Act at the time of application.

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11. CONFIRMATION BY SIGNATORY

The signatory whose signature appears below hereby:

- 11.1. Warrants that he/she is duly authorised by the Customer as recorded under “Registered Company Name” to sign this document.
- 11.2. Certifies that the information provided is true and correct.
- 11.3. Warrants that he/she has read and understood the terms and conditions of the Agreement and acknowledges that all business will be conducted in accordance with the provisions thereof. Additionally, that he/she has read and understood the General Terms and Conditions (available at <https://evenflow.co.za/company-documents/terms-and-conditions/>) as updated from time to time in the sole discretion of Even Flow, and which terms are expressly incorporated into this Customer Account Application and the Agreement by reference.
- 11.4. **Electronic signature.** Documents scanned and transmitted electronically as well as documents signed by electronic signatures will be deemed original signatures for purposes of this Customer Account Application and the 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 Customer Account Application and the Agreement by virtue of its failure to initial each page of this this Customer Account Application and the Agreement.

By my signature below, as a representative of the Customer, in terms of clause 8 of Schedule “A”, I hereby warrant that I have read, understood, and accept that the terms and conditions of this this Customer Account Application and the Agreement as binding on the Customer.

For and on behalf of the Customer on _____ (Date)			
Who warrants that he/she is duly authorised hereto:			
Signature:		As Witness	
		Signature:	
Name:			
Designation:		Name:	

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SCHEDULE "B" – CONSENT TO PROCESS PERSONAL INFORMATION

CONSENT TO PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT,
 NO 4 OF 2013 ("Act")

By

Registration number:

"You"

In favour of Even Flow Distribution (Pty) Ltd bearing the registration number 2013/043167/07 (herein referred to as "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 will 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 will 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 Schedule B at any time on written notice to the Company. Any withdrawal of consent is not retroactive.

For and on behalf of the Customer on _____ (Date)			
Who warrants that he/she is duly authorised hereto:			
Signature:		As Witness	
		Signature:	
Name:			
Designation:		Name:	

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SCHEDULE "C" – SURETYSHIP AGREEMENT

1. 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.
2. THE SURETYSHIP SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING;
 - 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;
 - 2.2. ANY AMENDMENT/S TO THIS AGREEMENT AND/OR ANY OTHER AGREEMENT/S FOR THE TIME BEING SUBSISTING BETWEEN THE PARTIES.
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/SHE DECLARES HIMSELF/HERSELF TO BE FULLY ACQUAINTED.
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.
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.
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.
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.
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.
9. THE SURETY ACKNOWLEDGES THAT HE HAS BEEN GIVEN AN OPPORTUNITY TO READ THROUGH, SEEK ADVICE AND ASK QUESTIONS ON THE CONTENTS OF THIS SURETYSHIP AGREEMENT.

For and on behalf of the Surety on _____ (Date)	
Who warrants that he/she is duly authorised hereto:	
Signature:	
Name:	
Designation:	

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SCHEDULE "D" – DEED OF CESSION

I/We the undersigned

Name		Capacity	
Name		Capacity	

in my/our respective capacities of the Registered Company in Schedule A ("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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- I/We select, as *domicilium citandi et executandi* the following physical address:

Registered Address			
City		Code	
Country			

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.

- 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 to be 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.
- 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.
- 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.

For and on behalf of the Customer on _____ (Date)			
Who warrants that he/she is duly authorised hereto:			
Signature:		As Witness	
		Signature:	
		Name:	
Designation:		Name:	

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