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CUSTOMER TRADE APPLICATION FORM

BUSINESS VOLUME IN RANDB:R.....DATE.....

NATURE OF CUSTOMER BUSS:.....
E.g.: Wholesaler/ Retailer / Distributor/ End User

Registered Company Name:.....Trading Name:.....

Division or Subsidiary Of.....Street Address:.....City:.....

.....Province:.....Postal Code:.....Country:.....

Main Phone:.....Main Fax:.....VAT REGISTRATION NUMBER:.....

Company Registration Number:.....

Billing Address (Street or PO Box):.....

City:.....Province:.....Postal Code:.....Country:.....

Delivery Address (Physical Address):.....City:.....

Province:.....Postal Code:.....Country:.....Direct Phone:.....Direct Fax:.....

Manager:.....Manager E-mail Address:.....Manager Phone:.....Manager Mobile:.....

Domicilium Address (Must be Physical Address – Not a Post Box):.....

City:.....Province:.....Postal Code:.....Fax:.....E-mail Address:.....

Business Profile:.....Type: Corporation Sole Prop Partnership

Date Business Established:.....Trust Other

Owned Rented

Engaged in Business of:.....No. of Employees.....Business Premises.....

Owners (if applicant is sole proprietorship or partnership) Officers (if a corporation)					
NAME	TITLE	ADDRESS	OWN	RENT	HOME PH #

Has Applicant or any of its Owners Principles Officers or Directors ever filed voluntary insolvency or liquidation, been declared insolvent, YES NO

Has a tax lien or civil suit been instituted against Applicant or any of its Owners, Principles, Officers or Directors within the past SIX months? YES NO

Is Applicant or any of its Owners Principles, Partners Officers or Directors a guarantor or surety for debts owed by others? YES NO

Customer Banking Details:.....

Bank:.....Branch:.....Branch Code:.....

Name of Account Holder:.....Account Number:.....

Type of Account:.....Accounting Officer:.....

Name:.....Email Address:.....Phone No.:.....

Projected Monthly Turnover Value of Goods to be Purchased By Customer From Evernu Plastics (Pty) Ltd

R.....(.....) Trade References:.....

Complete addresses along with account numbers and telephone numbers are required.

1. Company Name:.....Your Account Number With This Company:.....
Address:.....City :.....Province:.....Code:.....
Contact Name:.....E-mail Address:.....Phone (Fixed & Mobile):.....

2. Company Name:.....Your Account Number With This Company:.....
Address:.....City :.....Province:.....Code:.....
Contact Name:.....E-mail Address:.....Phone (Fixed & Mobile):.....

3. Company Name:.....Your Account Number With This Company:.....
Address:.....City :.....Province:.....Code:.....
Contact Name:.....E-mail Address:.....Phone (Fixed & Mobile):.....

WARRANTY

I, the under signed:.....(Full name printed):.....(Identity Number):.....
by my signature hereto do hereby warrant that:

- i) All the information in this application is true, correct and up to date;
- ii) I am duly authorised to seek facilities for the applicant;
- iii) I am duly authorised generally to represent and to act for and bind the applicant;
- iv) The applicant accepts the attached Evernu Plastics (Pty) Ltd, General Terms of Sale (The "Agreement");
- v) The applicant authorises Evernu Plastics (Pty) Ltd, to make the necessary trade enquiries by contacting any of the references provided and/or any Risk information Agency for the purposes of assessing this application for trade facilities and the applicant grants permission for the references and/or Risk Information Agency to supply to Evernu Plastics (Pty) Ltd, the information requested;
- vi) The applicant accepts that Evernu Plastics (Pty) Ltd will assess the good standing of the applicant within accepted practices, the outcome of the assessment being at the sole discretion of Evernu Plastics (Pty) Ltd;
- vii) The applicant accepts the Evernu Plastics (Pty) Ltd, payment terms of 30 days NET from date of delivery, unless otherwise agreed to in writing;
- viii) The applicant accepts that Evernu Plastics (Pty) Ltd reserves the right without notice and without prejudice to any of its rights to suspend or cancel this trading arrangement with the Customer / Applicant, at any time without recourse from the Applicant.
- ix) The applicant authorises Evernu Plastics (Pty) Ltd, to supply its "consumer - information" to registered bureaus as contemplated in section 70(1) of the National Credit Act 34 of 2005 (as amended)
- x) The applicant authorises Evernu Plastics (Pty) Ltd, to supply the Applicant's "consumer - information" to parties it has given its written approval to, to seek a trade reference and other information from Evernu Plastics (Pty) Ltd.

TAKE NOTE, that this Application should be completed in full, signed on the designated page/s and initialled on all pages, including the attached General Terms & Conditions of Sale. Thereafter all pages to be faxed to _____ / or scanned and emailed to _____, with the originals to be posted to Evernu Plastics (Pty) Ltd, Accounts Department.

FOR OFFICE USE

Payment Period : 30 Days_ Purchases Limit : R.....

Age :

Comments :

Overriding GENERAL TERMS & CONDITIONS OF SALE

Where the company supplies any quotation or tender no agreement will arise until the acceptance of that quotation or tender in accordance with its terms is received by the Company.

1. Definitions:

- 1.1 The Company / Ourselves / Supplier, means - Evernu Plastics (Pty) Ltd (hereinafter referred to as "Evernu")
- 1.2 The Applicant/ Customer / You / Purchaser, means – the named Applicant in the attached Customer Trade Application Form.
- 1.3 Agreement means - General Terms & Conditions of Sale, together with the Customer Trade Application Form, Order Confirmation, Invoice, and any terms and conditions recorded in respect of delivery and - notes (if any) together with any annexures thereto or to these terms and conditions..
- 1.4 The party who places the Order is hereinafter termed the Purchaser.
- 1.5 The goods covered by the Order are hereafter termed the Product / Goods.
- 1.6 The Purchaser's order is hereafter termed the Order.
- 1.7 Whenever the context so permits, the use of the plural shall include the singular and the singular shall include the plural,

2. TERMS AND CONDITIONS OF SALE OF PRODUCT

- 2.1 All sales of products by the Company shall be subject to these Conditions of Sale. No verbal arrangements, agreements, undertakings, specifications, quotation or representations shall be valid as between the Company and the customer.
- 2.2 In so far as any provision may be inconsistent with the Agreement as defined in paragraph 1.3 above, these conditions of sale shall take precedence over all other terms and conditions of the customer and shall constitute the sole contract between the parties.

3. ORDERS

- 3.1 The Customer offers to purchase and the Company offers to sell its products to the Customer, on order from and as required by the Customer, at the Customer's special instance and request.
- 3.2 The customer hereby acknowledges that all orders placed with Evernu Plastics (Pty) Ltd can only be cancelled by mutual consent of both the customer and Evernu Plastics (Pty) Ltd.

4. PURCHASE AND SALE

The Company sells to the Customer the products as ordered by the Customer, which sale shall be concluded upon acceptance of the order placed by the Customer from time-to-time.

5. OWNERSHIP AND RISK

- 5.1 All risks associated with the goods shall pass to the customer upon delivery of the goods.

6. PRICE AND PAYMENT

- 6.1 The company will furnish the customer with invoices in respect of all products delivered under this agreement.
- 6.2 All invoices and/or statements rendered by the company shall be deemed to be correct and conclusive proof of all details therein set out unless challenged in writing by the customer within 7 days after rendering of the relevant invoice and/or statement
- 6.3 The customer shall pay the invoiced price without being entitled to claim any discount or make any deduction or set-off, unless agreed to the contrary in writing and signed by the parties
- 6.4 Payment is due:
 - 6.4.1 Where the company has granted the Customer 30 days from date of delivery to effect payment, payment is due, owing and payable on the 30th day from date of delivery of the product/s
 - 6.4.2 The 30 days is calculated in terms of ordinary calendar days **inclusive** of Saturdays, Sundays and Public holidays, and

6.4.3 Without deduction or set-off.

6.4.4 Where no agreement exists between the Company and the Customer for payment to be effected on the 30th day after delivery of the product/s, payment must be made on or before collection or delivery of the goods.

6.4.4 Payment to the company must be made at the company's address in cash or by bank guarantee cheque, or deposited into the company's bank account held at

Bank Name:.....Account Holder'.....Account Number:.....
Branch:.....Branch Code:.....
Ref: Your Account Number / Inv no.:.....

6.4.5 The company shall be entitled in the company's discretion to appropriate or allocate any payments received from or on behalf of the customer to any indebtedness of the customer to the company from whatsoever other cause arising and the customer hereby waives and abandons the right to name the debt to which any payment made to the company shall be allocated

6.4.6 Should any appropriation or allocation made by the company hereunder result in a shortfall in any other amount owing by the customer to the company, the customer shall forthwith make good such shortfall.

6.5 Should the customer default in any way, either by not rendering payment of its account on due date, or by being placed under provisional or final order of sequestration, being placed under liquidation/ judicial management, or commit any act of insolvency, or enters into any compromise with his/its creditors, or fails to satisfy any judgment, granted against him within seven (7)days after the date of judgment, then the company shall be entitled forthwith to demand that all amounts outstanding for product/s delivered be immediately due, owing and payable, notwithstanding the fact that any portion of the account is not yet due.

6.6 If any amounts due to Evernu Plastics (Pty) Ltd are not paid within 14 days of them becoming due, Evernu Plastics shall have the right to cancel the sale concluded between the parties, and to thereby take possession of the goods sold.

6.7 The Company shall further have the right to cancel any pending orders, refuse to deliver further products, and to retake possession of its products.

6.8 The customer hereby consents to the jurisdiction of the Magistrate's Court for all actions, which may be instituted for the recovery of any amounts owing to Evernu Plastics (Pty) Ltd

7. EXCLUSION OF LIABILITY

7.1 Evernu Plastics (Pty) Ltd shall not be responsible for any loss or damage whether direct or consequential, howsoever caused to the property or person of the customer or any third party as a result of any defect in the goods whether patent or latent and the customer indemnifies Evernu Plastics (Pty) Ltd against any claims made against it by any third party arising of such defects.

7.2 Evernu Plastics (Pty) Ltd will endeavor to dispatch goods without delay or within the time indicated, but in no circumstances will Evernu Plastics (Pty) Ltd be liable for any loss or damage caused by non-delivery or late delivery.

7.3 The Company does not give any warranties in respect of the Products or their use.

7.4 The Customer waives any claim for loss, damage or liability which it might have against the Company arising from, but not limited to, claims based on the Products not being suitable for the Customer's purposes.

7.5 Notwithstanding anything contained herein or elsewhere, the Company shall not be liable, whether in contract or in delict, for any consequential loss such as, but not limited to loss of profit, loss of production and loss of market share. In all instances the Company's liability shall be limited to the replacement of the Products concerned at no cost to the Customer or reimbursement of the purchase price.

8. FORCE MAJEURE

Neither party shall be liable for its failure to perform due to contingencies reasonably beyond its control, including, but not limited to, acts of God, flood, fire, war, accident, labour disputes or shortages, riots, sabotage, governmental laws, ordinances, rules and regulations, lack of equipment or feedstock, or inability to transport Product.

The affected party will give the other party reasonable notice of any such contingency. In the event that the Company is unable under existing conditions to supply the requirements of all its customers, the company may distribute its available supply among its customers, including affiliates, departments and divisions on such basis as it may deem fair and reasonable.

The Company shall have the right to omit during the period of such contingency all, or any portion of the quantity so omitted. The Purchaser hereby releases the Company from liability for any resulting incomplete fulfilment of this Agreement. Notwithstanding force majeure, the Purchaser shall not be relieved from payment of any amount due in terms of this Agreement.

9. CONSUMER PROTECTION ACT NO. 68 OF 2003

The Applicant hereby confirms that its asset value or annual turnover on the date of signature of this application, equals or exceeds R2 million; or does not equal or exceed R2 million and is currently R _____

INDEMNITY

The Applicant acknowledges that in terms of Section 61 of the Consumer Protection Act 68 of 2008, the producer, importer distributor or retailer may be jointly and severally liable for any harm caused wholly or partly as a consequence of :

i) Supplying unsafe goods: or

ii) A product failure, defect or hazard in any goods: or

iii) Inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods.

The Applicant indemnifies and holds harmless the Company from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by the Company as a result of or arising out of any harm alleged or proven as a result of the supply or distribution of the goods by the Applicant to a consumer or any other person.

10. BREACH

If the customer commits a breach of any of these general terms or of any special term of any agreement, or is placed under a provisional or final order of sequestration or liquidation or business rescue or is wound up voluntarily or compromises or attempts to compromise generally with its creditors the company may summarily cancel any agreement by giving the customer written notice to that effect without prejudice to any rights the company may have as a result of that breach or cancellation. The company shall be entitled to recover all costs incurred by it in enforcing its rights under any agreement on an attorney and own client basis

11. GENERAL PROVISIONS

11.1 The customer shall be obliged to collaborate in the measure that we, Evernu Plastics (Pty) Ltd, intend to take to protect our rights in the goods. If third parties try, assert or substantiate rights to any goods in which we, Evernu Plastics (Pty) Ltd still have rights, the customer shall be obliged to inform Evernu Plastics (Pty) Ltd immediately.

11.2 In the event of Evernu Plastics (Pty) Ltd instructing its attorneys to collect any overdue amounts, all legal fees and collection charges and tracing agent fees as between attorney client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to capital.

11.3 Evernu Plastics (Pty) Ltd is entitled to make whatever inquiries Evernu Plastics (Pty) Ltd feels it necessary in assessing the application. If the Application is approved Evernu Plastics (Pty) Ltd is further entitled to register details about the conduct of your default at the Bureaus.

11.4 The Company may:-

11.4.1 Perform a credit search on the applicant's record with one or more of the registered Credit Bureaus when assessing the applicant's Application.

11.4.2 Monitor the Applicant's payment behavior by searching his/ her record at one or more of the Credit Bureaus.

11.4.3 Use new information and data obtained from the Credit Bureaus in respect of the applicant's Application.

11.4.4 Record the existence of the applicant's account with any Credit Bureaus.

11.4.5 Record and transmit details of how the account is conducted by the applicant in meeting his/ her obligations on the account.

11.4.6 Use information obtained from one or more Credit Bureaus to assess future – applications by the applicant and members of his/ her family.

11.4.7 The Applicant acknowledges and agrees that any information regarding his/ her conduct, defaults in payment to the Company and details of how his/ her account with the Company is conducted may be disclosed to any Creditor of the Applicant or to one or more Credit Bureaus.

11.5 The company shall be entitled at its option to institute any legal proceedings against the customer in any Magistrates Court having jurisdiction in respect of the customer notwithstanding that the amount claimed would otherwise exceed the jurisdiction of the Court

- 11.6 No indulgence shown by the company shall constitute a waiver of any of its rights
- 11.7 A certificate under the hand of any director or manager for the time being of the company as to the amount of any indebtedness of the customer or any other fact shall be prima facie proof of the customers indebtedness to the company and/or of such other fact and shall constitute sufficient proof to enable the company to discharge the onus (if any) which may rest on the company to prove such indebtedness or fact and in particular shall constitute sufficient proof to entitle the customer to provisional sentence in respect of such indebtedness.
- 11.8 No oral variation of these terms or oral special terms shall bind the company. The customer shall not be entitled to cede any of its rights nor assign any of its obligations hereunder without the prior written consent of the company.
- 11.9 This agreement shall be construed and interpreted according to the laws of the Republic of South Africa, which the parties choose as the governing law of this Agreement.
- 11.10 The customer acknowledges that all intellectual property rights relating to the products including without limiting the generality of the foregoing trademark rights, copyrights, patent rights and design rights, are the exclusive property of the company and/or its principals and that the customer has no rights, title or interest therein The customer undertakes not to infringe any of the aforementioned rights. The customer undertakes only to use any of such rights strictly in accordance with any permission granted to it by the company and/or the company's principals, in writing, which permission must be signed by the company and/or its principals
- 11.11 The company is hereby irrevocably authorised to perform any credit investigation into the customer's credit worthiness and financial affairs as the company in its discretion considers appropriate.

I, the undersigned

by my signature hereto do warrant that:.....I have read and understood the Terms and Conditions of Sale and all the information provided herein is true and correct and I undertake to notify Evernu Plastics (Pty) Ltd of any change in address or change in ownership.

Signed and dated at _____ on this ____ day of _____ 2015

As Witness:.....Signature :

Full Names:.....Customer / Applicant

Name:.....Identity Number:

ID No.:Designation:
Duly Authorised

SURETYSHIP

I/We the undersigned

Name: Identity Number:

in my/our capacity/ies as

1. bind myself/ourselves as surety/sureties for and co-principal debtor jointly and severally with ("the principal debtor") in favour of the Evernu Plastics (Pty) Ltd ("the Company") for the due and punctual payment on demand of all sums of money and the due and punctual performance of all obligations which the principal debtor may at present or from time to time in the future owe or incur to the creditor for any reason whatsoever.
2. All judgements against and the acknowledgements of indebtedness and admissions by the principal debtor to the Company shall be binding on me/us.
3. In the event of the liquidation, Judicial management or sequestration (in any of those cases whether provisional, final, compulsory or voluntary) death or placing under any legal disability of the principal debtor or any other surety or co-principal debtor or any of them becoming subject to the provisions of any law for the assistance or benefit of debtors generally or any compromise, composition or other arrangement with any creditor of the principal debtor or of any other surety or co-principal debtor I/we undertake not to file any claim against the principal debtor or that other surety or co-principal debtor until the Company's claims have been paid in full.
4. If the Company receives any dividends or payments in any of those circumstances, that will not prejudice their right to recover from me/us any sum which may remain owing by the principal debtor.
5. The Company's rights under this suretyship shall not be effected or diminished if the Company obtains any additional suretyships or other guarantees or securities or indemnities in connection with the obligations of the principal debtor.
6. This suretyship shall be a continuing covering suretyship and shall remain in force notwithstanding any intermediate discharge or settlement of or fluctuation in the principal debtor's obligations to any of the Company's and/or the legal disability of the principal debtor or of me/us or of any other surety or co-principal debtor.
7. The Company shall be entitled without affecting any of its rights against me/us to do or omit to do any act which it, in its sole discretion deems fit, notwithstanding that in doing or omitting to do that act it may have acted negligently.
8. Without limiting the generality of the foregoing the Company shall be entitled to release or compromise with any other surety or co-principal debtor and to abandon or realise any other security.
9. The Company shall be entitled at its option to institute any legal proceedings against me/us arising out of this suretyship in any Magistrates Court which would have jurisdiction if the amount claimed falls within its jurisdiction, notwithstanding that the amount exceeds that jurisdiction.
10. In addition and without limiting the foregoing, I/we consent to the jurisdiction of the High Court Durban Local Division of South Africa in respect of any such action. It shall be within the Company's sole discretion as to whether to proceed against me/us in the Magistrates Court or in that Division of the High Court or in any other Court having competent jurisdiction.
11. The Company shall be entitled to appropriate any monies received by it from me/us towards the payment of any cause of debt or amount owing by the principal debtor to the creditor, as it determines in its sole discretion.
12. I/We warrant that all contracts entered into by the principal debtor from time to time with the Company are or will be at the time of conclusion thereof within the scope, authority, power and objects of the principal debtor, and that all of those contracts are and will at all times be and remain valid and legally enforceable. If any of those warranties is breached, I/we assume the obligations to the creditor which any such contract purports to impose on the principal debtor.
13. I/We hereby renounce the benefit of the exceptions "non numeratae pecuniae" "non causa debiti" "errore calculi" "quod metus causa" and "excussionis et divisionis" insofar as each may be appropriate and acknowledge that I am/we are fully acquainted with the meanings and effect of the aforesaid exceptions.
14. I/We acknowledge that this suretyship was at the date on which I/we signed it complete in all respects.

Signed and dated at..... on this day of..... 2015

1.Surety Name.....2.Surety Name.....

RETURNS POLICY FOR DAMAGED GOODS

Credits shall only be processed for goods damaged in transit subject to the following criteria being met:

1. The Company should be notified within seven days of receipt of goods with regards to damages. Goods being returned must be accompanied with the Evernu Plastics (Pty) Ltd RETURN NOTE approved by the sales representative concerned.
2. The RETURN NOTE must be submitted to the sales representative concerned for approval within 30 days from the date of invoice.
3. The Evernu Plastics (PTY) Ltd invoice should be attached with the RETURN NOTE
4. Goods damaged after delivery to the customer do not qualify for credit.
5. Claims that do not meet the criteria above shall not be accepted for processing.
6. Any variation to this policy must be reduced to writing, signed and approved by Evernu Plastics (Pty) Ltd management. Variations to this policy will only be considered under exceptional circumstances as determined by Evernu Plastics (Pty) Ltd management.

.....Signature of Acceptance.