

THIS APPLICATION FOR COD FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE**SECTION A – Applicant details**

We “THE APPLICANT” hereby make application for COD facilities with
Splashworks (Pty) Ltd, registration number 2001/024773/07 (hereinafter referred to as “SPLASHWORKS”).
 In support of this application, the following information is furnished:

Legal entity type	Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
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Registered Name of “THE APPLICANT” _____

Trading name _____

Company Registration No (if registered)

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Sole Proprietor ID No

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Function of business _____

Postal Address _____

_____ Code _____

Physical Address _____

Delivery Address _____

VAT Number _____ (Copy VAT certificate required)

Tel Numbers (_____) _____ General e-Mail address _____ (please print)

Accounts payable e-mail address: _____ (please print)

Business premises - Owned

Y	N
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 How long have you been at this premises? _____

Date of this business commenced trading

D	D
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M	M
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Y	Y	Y	Y
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Holding/Group Company name _____

Group Participation in bulk buying _____

Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for COD facilities with SPLASHWORKS and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. Credit terms

THE APPLICANT agrees that the amount reflected in a Tax Invoice as issued by SPLASHWORKS shall be due and payable unconditionally (a) Cash on Delivery; effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to SPLASHWORKS free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by SPLASHWORKS is entirely at the discretion of SPLASHWORKS, and may be withdrawn at any time.

2. Consent to sharing information

THE APPLICANT and any person who may sign the enclosed ACCEPTANCE OF SURETY clause contained further in this document specifically warrants that SPLASHWORKS has consent to:-

- I. Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
- II. SPLASHWORKS may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S on how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
- III. If THE APPLICANT fails to meet his/her/its commitments to SPLASHWORKS, SPLASHWORKS may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

3. Pricing increments

Prices quoted by SPLASHWORKS are determined from time to time and are subject to increases, at the discretion of SPLASHWORKS. SPLASHWORKS shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

4. Delivery

- I. THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on SPLASHWORKS 'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- II. Any delivery date stated on any order confirmation is approximate only. SPLASHWORKS shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- III. Whilst SPLASHWORKS will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- IV. The risk in and to the goods shall pass from SPLASHWORKS to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of SPLASHWORKS 'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by SPLASHWORKS. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

5. Responsibility for losses, damages or delays

SPLASHWORKS will not be in any way responsible for losses; consequential losses; damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of SPLASHWORKS.

6. Proof of Claims

A certificate signed by a manager or any director of SPLASHWORKS - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to SPLASHWORKS, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with SPLASHWORKS, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

7. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of SPLASHWORKS shall not in any way operate as or be deemed to be a waiver by SPLASHWORKS of any rights under this contract, or be construed as a novation thereof.

8. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

9. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

CONSENT AND PRIVACY

1. This agreement will be applicable to all personal information as defined in the Protection of Personal Information Act, 4 of 2013 ("POPI").
2. By either Party submitting any personal information to the other, the disclosing Party unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to this agreement.
3. The Parties agree and consent that its personal information may be processed by, or on behalf of either of the Parties for the purposes set out in the Agreement.
4. The Parties shall at all times comply with its obligations and procure that each of its Affiliates comply with their obligations under POPI.
5. The Parties shall ensure that any personal information that is processed by it in the course of performing its obligations under the Agreement is done in accordance with POPI.
6. Each Party shall not process, disclose, or use personal information except:
 - 6.1. to the extent necessary for the provision of Services and/or Products under the Agreement; or
 - 6.2. to fulfil their own obligations under the Agreement; or
 - 6.3. as otherwise expressly authorised by the other Party in writing.
7. Each Party shall not disclose any personal information to any Third Party without the other Party's prior written consent in each instance, other than to the extent required by any Regulator or Law.
8. In the event the other Party providing such consent necessary for the disclosure of personal information to a Third Party, each Party shall:
 - 8.1. make such disclosure in compliance with POPI; and
 - 8.2. enter into a written agreement with the applicable Third-Party recipient of such personal information that requires such Third Party to safeguard the personal information in a manner no less restrictive than each Party's obligations under these terms.
9. The Parties shall implement and maintain an effective security safeguards that includes, but is not limited to administrative, technical, and physical safeguards, and appropriate technical and organisational measures, in each case, adequate to insure the security and confidentiality of personal information, and to protect against any anticipated risks to the security or integrity of personal information, protect against unauthorized access to or use of personal information, protect personal information against unlawful processing or processing otherwise than in accordance with this agreement, and protect against accidental loss, destruction, damage, alteration or disclosure of personal information.
10. Without limiting the foregoing, such safeguards and measures shall be appropriate to protect against the harm that may result from unauthorised or unlawful processing, use or disclosure, or accidental loss, destruction, or damage to or of Personal Information and the nature of the personal information, and shall maintain all safeguard measures as is required by POPI.

11. Each Party shall not use, process, store, transfer or permit access to any personal information across the borders of South Africa, without the written consent of the other Party.
12. In the event of any actual, suspected, or alleged security breach, including, but not limited to, loss, damage, destruction, theft, unauthorized use, access to or disclosure of any personal information, each Party shall:
 - 12.1 notify the other Party as soon as practicable after becoming aware of such event;
 - 12.2 provide the other Party with all information regarding the breach in the Party's knowledge and possession to allow the Party to ascertain what has occurred and which personal information has been affected.
 - 12.3 promptly take whatever action is necessary, at each Party's own expense, to minimise the impact of such event and prevent such event from recurring.
13. The Applicant hereby consent to receive direct marketing material from Splashworks.

THE APPLICANT specifically warrants that THE SUPPLIER has consent to: -

- Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT in terms of this agreement.
- To obtain a bank code for THE APPLICANT'S bank account.
- To do a property ownership check.
- THE SUPPLIER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S on how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
- If THE APPLICANT fails to meet his/her/its commitments to THE SUPPLIER, THE SUPPLIER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

Signed at _____ on this _____ day of _____/20_____

by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

Name: _____ Designation: _____

Signature: _____ ID

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ACCEPTANCE OF TERMS AND CONDITIONS OF SALE

Signed at _____ on this _____ day of _____, 20_____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: _____ Designation: _____

ID Number:

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Signature: _____

To avoid any delays, we kindly request that you attach the following documents:

- a. Company CIPC/CK2//CM29 or ID of sole proprietor
- b. VAT certificate & SARS certificate of good standing (available on your e-filing portal).
- c. Copy Company letter head or compliment slip

OFFICE USE:

Name of representative: _____ Signature: _____ Date: _____

I, hereby confirm that the above applicant is operating from a Bona Fide Business premises, as a going concern and this the physical delivery address which appears on the first page is the