



APPLICATION FORM FOR FLEXILOT AUCTION CARD

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TRADING ENTITY											
REGISTERED NAME											
TRADING NAME											
TYPE	☐ Individual ☐ (PTY)LTD ☐ Partnership ☐ Trust ☐ CC ☐ Company										
AUTHORIZED REPRESENTATIVE & IDNR											
REGISTRATION NR											
REGISTERED FOR VAT Copy of Certificate must accompany this application	☐ Yes ☐ No										
VAT REGISTRATION NR											
TEL											
FAX											
WEB ADDRESS	http://www.										
PHYSICAL ADDRESS Proof of residence. (Eskom)											
POSTAL ADDRESS											
AIN BRANDMARK (if agricultural entity) Copy of Certificate must accompany this application											
DEDUCT RPO (if agricultural entity)	☐ Yes ☐ No										
EFT BANK DETAILS (sellers)	<table border="1"><tr><td>Bank name</td><td></td></tr><tr><td>Account Nr</td><td></td></tr><tr><td>Account Type</td><td></td></tr><tr><td>Branch Name</td><td></td></tr><tr><td>Branch Code</td><td></td></tr></table>	Bank name		Account Nr		Account Type		Branch Name		Branch Code	
Bank name											
Account Nr											
Account Type											
Branch Name											
Branch Code											
CONTACT PERSON											
FULL NAME											
SURNAME											
CELL											
EMAIL											
ID NUMBER Copy of ID document must accompany this application											
This card with unique code printed on top will be issued to you as cardholder. The information gathered and captured from cardholder at time of issue was stored in the Flexilot database and is available to all participating Flexilot and FlexiAuction suppliers. This card will expire one year from issue date below. Please read terms and conditions on our website at www.flexilot.com Costs for using this card will be R5.00 per transaction deducted by the Auction House. If you are a buyer, your credit agreement should be a written contract with the Auction House. We are not allowed to provide you with any credit, and only accept credit agreement from the Auction House. This card will automatically register or reject a buyer at a sale. In case of rejection contact the Auction House where you registered for the auction. Cost of card R50.00 Please turn over for T & C's											
	/ /20 Signature:										

1. TERMS AND CONDITIONS OF THIS AGREEMENT

- 1.1 The terms and conditions on which authorize the Flexilot the member to have access to his program are contained in this Agreement, together with the member's personal information to entering into the agreement.
- 1.2 By signing this agreement binds the member itself to the terms and conditions contained herein.
- 1.3 The headings in the Agreement are used for convenience and shall not be used in the interpretation of the agreement.
- 1.4 In this Agreement the following terms shall have the following meanings:
 - 1.4.1 Flexilot;
 - 1.4.2 Member - The Auctioneer or the Purchaser (as the case may be) as customer of Flexilot;
 - 1.4.3 Program - Program / System / Software develops and markets by Flexilot and used by the member in accordance with the provisions of the agreement;
 - 1.4.4 Commencement Date - the date of joining as such at Flexilot

2. PLACE OF AGREEMENT START DATE AND DURATION OF AGREEMENT

- 2.1 This Agreement is entered into at the domicile of Flexilot.
- 2.2 This Agreement is binding on the member to such a date as:
 - 2.2.1 Flexilot the member in advance of the termination of the agreement with effect from a specific date in the future;
 - 2.2.2 Member for Flexilot in knowledge of termination of the agreement from a future date in accordance with the provisions hereof.
- 2.3 Any notice of termination of this agreement by the member must be accepted by Flexilot at least five (5) days before the date on which a payment is due and payable by the member. Would Flexilot this notice prior to that date, he will be entitled to recover a payment of the Member which any right to recovery at hereby Flexilot from state.

3. PROGRAMME

- 3.1 Only the member is authorized to use the program.
- 3.2 The member may not show and / or a way with the software and / or interfere program and may only be used for the purpose for which it is installed.
- 3.3 Flexilot may suspend the member's use of the program, temporarily or permanently:
 - 3.3.1 Any unauthorized person using the program;
 - 3.3.2 The program is damaged, lost or stolen;
 - 3.3.3 The member for breach of contract;
 - 3.3.4 The period for which subscription has expired and the member does not renew his subscription;
 - 3.3.5 If it for Flexilot need to ensure the integrity and confidentiality of the program;
 - 3.3.6 If for any reason other reasonable and fair for Flexilot to do so.
- 3.4 Flexilot cannot guarantee the use of the program if it is not installed correctly by the member.

4. USE OF THE PROGRAM

- 4.1 The member may only use the program:
 - 4.1.1 On the computer on which it is installed and where before Flexilot a user certificate.
- 4.2 If the member wishes to use the program on more than one computer, he will enter into an agreement with Flexilot in respect of each such computer on which the system is loaded.

5. FEES

- 5.1 Flexilot provide the program on a prepaid basis.
- 5.2 In order to enable the member to use the program, he, payments to make Flexilot as provided herein.
- 5.3 These payments will be received before the date agreed upon by the parties to ensure that the member can use the program.
- 5.5 If the member fails to make payment promptly paid to Flexilot reserves Flexilot right to discontinue providing the service without notice to the member.
- 5.6 Should the use of the program suspended by Flexilot, he is entitled to a fee to recover the amount of R50.00 to reactivate the service.
- 5.7 Flexilot may from time to time by general amendment monthly and / or annual subscription fee changes.
- 5.8 This Agreement, together with the schedule, be deemed to be a VAT invoice as provided in Section 20 (7) of the VAT Act, 1991.

6. ACCESS AND DISCLOSURE OF INFORMATION

- 6.1 authorized hereby Flexilot to:
 - 6.1.1 to request information of the member credit bureaus concerning financial risk and payment habits for the purpose of credit information sharing, to combat fraud and to trace debtors and to establish a credit profile.
- 6.2 It is the responsibility of the member to provide the correct information to Flexilot.

7. INTELLECTUAL PROPERTY

- 7.1 It is expressly agreed that the program owned by Flexilot and that the member will do everything in its power to protect those rights of Flexilot.

8. RESPONSIBILITIES FLEXILOT

- 8.1 Flexilot will provide the member a program with the information of buyers recruited by its members.
- 8.2 The member will have access to a For more information at TMA
- 8.3 Flexilot will upgrade the system from time to time with information referred to herein.
- 8.4 The information contained on the system will be verified by Flexilot particular address, VAT number and telephone numbers.
- 8.5 Flexilot will periodically update the profile of buyers in terms of their payment profile as determined by one or more credit bureaus in South Africa or through information provided by other members.

9. MEMBER RESPONSIBILITIES

- 9.1 Subject to the terms and conditions hereof, in addition to any other obligations established for the member, the member provide Flexilot with personal information requested from time to time.
- 9.2 The member shall notify Flexilot in writing should any of his information.
- 9.3 The member will notify Flexilot if it comes to his knowledge that someone other than himself infringe on the rights of Flexilot or if the program damaged, lost or stolen.

10. AMENDMENTS AND / OR CHANGES TO THE AGREEMENT

- 10.1 The parties agree that this is the entire agreement between them and that no amendment will take effect unless reduced to writing and signed by both parties

11. BREACH

- 11.1 If the member in any way fails to act in terms of this agreement will Flexilot be entitled, without prejudice to any other rights it may have, immediately and without notice to suspend the service to the member.
- 11.2 Should it be necessary for Flexilot to incur costs arising from contract breaking the member, the member hereby agrees to determine those costs counted on the scale as between attorney and own client.