Lowensvlei Account Agreement

Lowensvlei Flower Farm (Pty) Ltd

Credit account terms, privacy notice (POPIA), and signature page

Document version	v1.0
Effective date	2026-02-15
Applies to	Customers requesting a credit account with Lowensvlei
Important	Please read carefully. By signing (or accepting electronically), you agree to these terms.

This document is provided as a practical template for your debtor portal. It should be reviewed by your legal advisor to confirm it is appropriate for your exact business and credit process.

1. Parties and scope

1.1 This agreement is between **Lowensvlei Flower Farm (Pty) Ltd** ("Lowensvlei", "we", "us") and the customer applying for a credit account ("you", "the customer").

1.2 These terms apply to any credit account we approve for you, and to all invoices issued to you via our billing system (including invoices generated through Xero).

1.3 We may offer **COD**, **7-day**, or other payment terms at our discretion. Any credit limit and terms may be reviewed and changed based on your payment history and risk.

2. Applying for an account

- You must submit complete and accurate information in the application form.
- Supporting documents are required. At minimum: identity document (natural person) and proof of address. If you apply as a company/close corporation/partnership, we may require company registration documents and proof of authority.
- We may request trade references and bank details for verification.
- Submission does not guarantee approval. We may decline or approve with conditions.

3. Orders, delivery and risk

3.1 Orders may be placed through our sales channels (including online stores) subject to availability.

3.2 Risk in goods passes to you on delivery to the delivery address or collection point. For perishable products, you must inspect deliveries promptly.

3.3 Claims relating to invoices, deliveries or shortages must be reported within **3 (three) working days** from delivery or invoice date (whichever is applicable), unless a shorter period is required by the nature of the product.

4. Pricing, invoices and statements

4.1 Prices are as quoted or as displayed at the time of order (where applicable).

4.2 Invoices will be issued electronically (for example, by email). You must ensure your billing email address is correct.

4.3 If you need a statement or balance confirmation, you may request it and we will provide it where reasonably possible.

5. Payment terms and overdue amounts

5.1 Unless we agree otherwise in writing, all invoices are payable within **7 (seven) days** from invoice date.

5.2 If you fail to pay on time, we may: (a) suspend further deliveries; (b) require COD for future orders; (c) reduce or cancel your credit limit; and/or (d) commence collection procedures.

5.3 We may charge interest on overdue amounts at a rate not exceeding the *maximum permitted by law* and we may recover reasonable collection costs to the extent permitted by law.

6. Credit checks, references and consent

By submitting an application and/or signing this agreement, you authorise Lowensvlei to make reasonable enquiries to verify the information you supplied, including contacting trade references and banks, and conducting credit-related checks where permitted.

7. POPIA privacy notice (summary)

We process personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA). This summary is for convenience; it should be read together with our full privacy notice on the portal.

- Purpose: to assess, open and manage your account; perform credit control; deliver goods/services; and comply with legal duties.
- Data we collect: identity/contact details, company details, addresses, reference information, and supporting documents you upload.
- Sharing: we may share limited information with service providers (e.g., accounting/invoicing, couriers) and debt-collection/legal advisers where required.
- Retention: we keep information only as long as necessary for the purposes above or as required by law.
- Your rights: you may request access, correction, or deletion (subject to legal limits) and you may object to certain processing.

8. Electronic acceptance and signatures

Where the portal allows electronic acceptance (for example, ticking a checkbox and typing your name or drawing a signature), you agree that this constitutes your signature and consent, to the extent permitted under the Electronic Communications and Transactions Act, 2002 (ECTA).

9. General

- If any clause is unenforceable, the rest of this agreement remains in force.
- This agreement is governed by the laws of the Republic of South Africa.
- We may update these terms from time to time. The version published on the portal applies from its effective date.

Acceptance and signature

By signing below (or accepting electronically), you confirm that the information you provided is true and correct, you agree to the terms of this agreement, and you consent to the processing of personal information as described.

Customer / Company legal name	
Trading name (if different)	
Representative name & title	
ID / Registration number	
Email	
Mobile	
Signature	
Date (YYYY-MM-DD)	

Suretyship (if applicable): Where required, a separate Deed of Suretyship must be completed and signed by the surety/s. If you are applying on behalf of a company, we may request suretyship from directors/members/partners.

DEED OF SURETYSHIP (where surety is a natural person)

I/ We, ____

Identity Number/s:____

Do hereby interpose and bind myself/ourselves unto:

LOWENSVLI FLOWER FARM PTY LTD

It's successors-in-title and assigns (hereinafter referred to as "the Creditor") as surety for and co-principal debtor in solidum with:

____

(Trade Name)

(hereinafter styled "the **Debtor"** for the payment to the Creditor of all sums of money which the Debtor may now and from time to time hereafter owe or be indebted to the Creditor or for the due fulfilment of all the obligations which may now or at any time hereafter and from time to time be or become due unto and in favour of the Creditor and the successors and assigns of the Creditor.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the Debtor shall be binding on me/us; that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and other sureties and to give time to or compound or make any other arrangements with the Debtor or others without reference to or consent from me/us, and that in the event of insolvency, compromise or composition, no such insolvency, compromise or composition and no dividend/s or payment/s which the Creditor may receive from the Debtor or anyone else including me/us shall prejudice the rights of the Creditor to recover from me/us to the full extent of this suretyship any sum which after the receipt of such dividend/s or payment/s may remain owing by the Debtor.

In the event of sequestration or liquidation of the Debtor I/we bind myself/ourselves not to file any claim against the Debtor in competition with the Creditor. Further, in the event of any composition or compromise by the Debtor, whether in terms of insolvency law or under common law, I/we also undertake not to file any claim against the Debtor in competition with the Creditor.

The nature and amount of any indebtedness in terms of this suretyship will at any time be determined and proved by a written certificate purporting to have been signed by any director, general manager or manager for the time being of the Creditor, whose capacity or authority it will not be necessary to prove, which certificate will be binding on me/us and be *prima facie* proof in a any legal proceedings against me/us of the contents thereof and of the fact that such amount is due and payable.

I/we hereby renounce the benefit of the legal exceptions ordinis seu excussionis et divisionis, non causa debiti, non numeratae pecuniae and revision of accounts, with the force and effect of which I/we acknowledges myself/ourselves to be fully acquainted and I/we agrees and declares that this suretyship is to be in addition to and without prejudice to any other suretyship/s and security/ies now held or hereafter to be held by the Creditor, and that it shall remain in force as a continuing security notwithstanding any partial or intermediate settlement of account, and notwithstanding my/our death or legal disability.

And I/we hereby agree that notwithstanding any part payments by me/us or on my/our behalf, I/we shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Debtor or against any other surety for the Debtor in respect thereof unless and until the indebtedness of the Debtor to the Creditor shall have been discharged in full.

And I/we choose domicilium citandi et excutandi for a l l purposes herein at: ______________________________

And all notices required to be given to me/us in terms hereof shall be considered duly given if posted by registered post to me/us to the said address.

I/we agrees to pay all legal costs, on the scale as between attorney and own client, of and incidental to any legal proceedings which the Creditor may take for the enforcement of the rights of the Creditor in terms of this suretyship.

This suretyship by me/us shall remain of full force and effect for so long as the Debtor is indebted to or under any obligation or commitment to the Creditor and I/we shall not be entitled to withdraw or cancel this suretyship unless and until all indebtedness, commitments and obligations of the Debtor to the Creditor shall have been fully discharged, and then only upon the expiry of 14 (fourteen) days notice in writing given by me/us to the Creditor.

Signed at ______________________________ on this ________________ day of ________________ 20___

Surity Signature / s ____

Witness : 1. ________________________________ 2. ______________________________________