

Terms and Conditions

The parties hereby confirm that they agree to transact subject to the following terms and conditions:

1. The customer acknowledges that despite delivery, ownership in the goods shall not pass until the goods are paid for in full.
2. Notwithstanding the foregoing, risk in the goods shall pass to the customer upon receipt of delivery.
3. The customer shall pay for goods supplied / services rendered on a strictly "cash on delivery" basis.
4. Should any amount not be paid by the customer on due date then the whole amount in respect of all purchases by the customer shall become due, owing and payable, irrespective of when the goods were purchased and the customer shall be liable to pay interest on any outstanding amount at the maximum rate permissible in accordance with the Prescribed Rate of Interest Act.
5. The company shall have the right to suspend deliveries in the event that any amount due by the customer remains unpaid.
6. The Company is open to receiving legitimate queries in regard to any defects in any products supplied within the period prescribed in terms of the Consumer Protection Act. Any queries must be accompanied with the original invoice and delivery note. Further the Company shall not be held liable for any damages, harm, loss or consequential damage whatsoever arising out of misuse or abuse by the customer, wear and tear and failure by the customer to follow usage and / or storage instructions. The Company will only consider claims for short delivery within 7 days of date of delivery and where such claim is submitted in writing and accompanied by the original invoice and delivery note.
7. Should the customer fail to make payment timeously or withhold payment, or any portion thereof for any reason whatsoever the company shall be entitled to withdraw or reverse any agreed discount or rebate & claim immediate payment of all amounts owing.
8. If in the exercise of its discretion, the company agrees to accept the return of any non-defective, correctly supplied goods for credit, then the customer shall be liable to pay the company's handling charge of 10% (ten percent) on the invoiced price of the goods returned.
9. These terms and conditions and all modifications and amendments hereof shall be governed by and decided upon and construed under and in accordance with the Laws of the Republic of South Africa.
10. The customer shall pay all legal costs on the scale as between attorney and client including tracing fees and collection charges which the company may incur in taking any steps pursuant to a breach of any of the terms of this agreement by the customer.
11. A certificate issued and signed by any director or manager of the company, whose authority need not be proved, in respect of any indebtedness of the customer to the company or in respect of any fact including but not limited to the generality of the

foregoing, the fact that such goods were sold and delivered, shall be evidence of the customer's indebtedness to the company unless proven otherwise.

- 12. The customer's physical address as given on the front page of the application shall be recognized as the customer's elected delivery address for the purposes, in terms of this agreement whether in respect of service or court process in terms of the agreement, notice, the payment of amount or any communications of any nature.**
- 13. In the event of the customer being a juristic person, the director or member as the case may be, signing this application on behalf of the customer warrants their authority to do so and by affixing their signature thereto agrees to be bound as surety and co-debtor of the customer and accepts liability for the customer's obligations in terms of this agreement.**

This constitutes the full agreement between the customer and the company and no variations thereto shall be valid unless reduced to writing and signed by both the customer and the company.