



STANDARD TERMS AND CONDITIONS OF SALE

- 1.1 All orders are subject to acceptance/confirmation by the Company in writing and when accepted are further subject to the terms and conditions which follow, and which shall apply to all contracts of whatsoever nature entered between the Company and the Customer.
- 1.2 The Company shall have the right to accept such Order either in whole or in part.
- 1.3 All Orders accepted in writing by the Company shall be binding upon the Customer and may not be cancelled unless the Company agrees thereto in writing.
2. If for any reason whatsoever there shall, subsequent to the conclusion of the contract, be an increase in the price which the Company must pay for the commodity or article or any part thereof which it has contracted to supply, or if for any reason whatsoever the amount which it will cost the Company to install the plant and/or machinery and/or equipment or any part thereof which it has undertaken to install, increases after the conclusion of the contract, the Customer shall hear such an increase and shall be liable to pay same to the Company. Cost envisaged herein shall include, but not be limited to, taxes, landing charges, import duties and similar costs. A certificate by a Director or Auditor of the Company stating the amount of such increase shall be conclusive proof of the actual amount owing by the Customer and shall be final and binding upon it.
3. The Company shall not be responsible for any delay in performance or non-performance either in whole or in part of any order or any contract between the parties on account of any act of God, force majeure or consequence thereof, war, revolution, riots, strikes, sabotage, lockouts, fire, flood, earthquakes, storms, accidents, government restrictions, negligence of carriers, or any other cause of whatsoever nature beyond the Company's control, and under no circumstances whatsoever shall the Customer have any claim against the Company for damages of any nature and howsoever arising out of such non-performance or delay in performance.
4. The Company shall not be liable for damages of any kind whatsoever, howsoever caused or arising or for any consequential loss or damages. However, if such loss is caused directly through faulty material/product supplied by the Company in terms of this contract, then the claim on the Company shall be limited to the replacement of the faulty material/product supplied.
5. Each item referred to in the quotation shall be deemed to constitute a separate enforceable contract between the Company and the Customer.
6. Should the Customer fall into arrears in respect of any payment owing to the Company, the full balance then due by it to the Company, whether under this or any other contract, shall become due and payable forthwith.
7. The Company shall not accept liability in respect of any errors made by it in good faith, including any typographical or printing errors of any kind.
8. Upon confirmation of any order, this document and the terms and conditions hereof shall constitute the entire contract between the parties and the Company shall not be bound by any representation or warranty not contained herein.
9. Ownership in any plant, material or equipment delivered shall not pass to the Customer until the entire purchase price has been paid in full. All equipment, whether fixed to immovable property or not, shall be deemed to constitute movable property and accordingly capable of removal by the Company. If any such plant, material or equipment is situated on property leased to the Customer, the Customer shall be obliged to notify its landlord concerning the Company's interest in and ownership of the said equipment, and shall further be obliged to furnish the Company with proof of compliance with this requirement upon request by the Company.
10. No claim for shortages or breakages will be recognised unless notified by the Customer to the Company within seven (7) days of delivery, and no goods will be accepted for return under seven (7) days from date of supply, save with the Company's written consent, the Company reserving to itself the right to debit a handling charge in respect of any goods returned.
11. Should the Customer do not affect payment in respect of goods machinery or plant supplied on due date, the Customer hereby consents to the Company entering onto its business premises to repossess such goods, machinery or plant and hereby indemnifies the Company in respect of any damages caused as a result thereof.

12. All risk in and to the goods shall pass to the Customer upon receipt.
- 13.1 The Company reserves the right to vary its terms of credit in its discretion, and further reserves the right to suspend account facilities and supplies in the event of any breach by the Customer. The Company shall not be responsible for any losses or damages arising here from, and shall be entitled to reinstate credit facilities and supplies at its discretion.
- 13.2 The Company reserves the right to vary any discount arrangement which might have been granted. Discounts will only be granted when accounts are paid within the agreed period or at the point of sale. In case of payment not being made within the terms stipulated, all discounts previously allowed on a particular invoice shall fall away and the full gross purchase price as shown on such invoice, shall become due, payable and owing.
14. The Customer warrants that all the information supplied in its application for purchase/credit facilities is true and correct and that its representative is duly authorised to contract on its behalf. The Customer further undertakes to inform the Company in writing of any changes pertaining to the information supplied on its application for purchase/credit facilities within seven (7) working days of the Customer having become aware of these changes.
15. The Customer shall within seven (7) working days of the date of the Company's monthly statement, advise the Company of any amount appearing on the statement which it alleges is incorrect, and the onus of proving the incorrectness thereof shall lie with the Customer. Should the Customer fail to advise the Company as aforesaid, the amount appearing in the Company's statement of account shall be deemed to have been accepted by the Customer as true and correct, and the Customer shall furthermore be deemed to have received delivery of every item appearing in such statement of account.
16. Accounts not paid within the agreed trading terms shall incur interest at the prime rate from time to time of the Company's bankers, plus 2% compounded, and such interest shall be chargeable effective from the date upon which payment of the full amount due by the Customer to the Company has been received.
17. A certificate issued under the hand of a Director or Manager of the Company shall be prima facie evidence of the amount due by the Customer, and such certificate shall be sufficient for purposes of summary judgment and/or provisional sentence.
18. The Company reserves the right at any time to call upon the Customer to furnish it with satisfactory guarantees of payment, or payment in advance, should the Company have any doubt as to the Customer's ability to pay for the goods according to the agreed terms between the parties, notwithstanding the fact that the Order might have been confirmed in writing by the Company at an earlier date.
19. Delivery dates quoted are fair estimates, and are not of the essence of the contract Unless specifically agreed to in writing by the Company, aside any statements to this effect in the written acceptance of the Order by the Company.
20. The Customer hereby consents to the jurisdiction of the Magistrate's Court in respect of all matters arising out of this agreement, notwithstanding that the quantum of any claim by the Company against the Customer may exceed the jurisdiction of the Magistrate's Court.
21. The Customer shall be responsible for all costs incurred by the Company in enforcing the terms of this agreement, including costs on an attorney and client scale, collection commission and tracing costs (If applicable).
22. Any indulgence or relaxation of time given by the Company to the Customer regarding any of the terms of this agreement shall not affect the Company's right to insist upon timeous compliance by the Customer with the terms hereof.
23. Any notices given under this agreement by either party shall be deemed to have been received within three (3) days if sent by registered post, or within twenty-four (24) hours if transmitted by fax or email or delivered by hand subject, however, to proof of delivery/transmission.
24. The Company chooses domicilium citandi et executandi in respect of all matters arising out of this agreement at Columbit (Pty)Ltd, 7th Avenue, Kensington, Western Cape. The Customer chooses the physical address reflected on the sales confirmation as its domicilium citandi et executandi.

- 25. If any one or more of the provisions hereof is deemed to be unenforceable for any reason, such provision/s shall be severable from the remainder of these terms and conditions, all of which shall remain of full force and effect. If the provisions of the Consumer Protection Act 68/2008 ("The CPA") (or any amendment thereto) apply/are found to apply to the business conducted between the parties, the provisions of any clause/s found to offend the provisions of the Consumer Protection Act shall be severable from this agreement and the agreement between the parties shall not become void/voidable consequently thereof.
- 26. No amendment or variation to the agreement reached between the Company and the Customer shall be of any force or effect unless reduced to and recorded in writing between the parties.
- 27. The Applicant agrees that the Creditor may request and receive any of the Applicants confidential and consumer credit information from the credit bureau, other register or any third party at any time, including requesting a bureau score and confirm that this consent also covers such information that has already been received by the Creditor. The Creditor may also share this confidential and consumer credit information (including information regarding non-compliance with the Application's under this Agreement) as well as any information regarding my account, including my application, opening and closing of my account, with any other credit provider and credit bureau for, amongst other things, the purposes of such credit bureau sharing such information with other potential credit providers and credit bureaus. The Applicant understands that the credit bureau provides to credit providers a profile, and possibly a score as to my credit worthiness, based on the information the Creditor shares with such bureau.

I/We warrant that the information submitted above is true and correct.

Dated at _____ on the _____ day of _____ 20_____ .

Customer Name _____ Customer Signature _____