



## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

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1.1 In these conditions the words defined shall have the meaning assigned to them hereunder-

- 1.1.1 "the Company" means PARTQUIP GROUP a Division of Hudaco Trading or Partquip (Proprietary) Limited or any other company which is a subsidiary of PARTQUIP GROUP a Division of Hudaco Trading, as the case may be, being the relevant company with whom the customer has offered to contract;
- 1.1.2 "the Customer" - the person, partnership, firm, association, close corporation or company buying from the Company;
- 1.1.3 "the Price list" -the Company's price list issued by the Company from time to time;
- 1.1.4 "the Goods" - all goods sold by the Company;

### 2. PRICE

2.1 The price of the goods sold shall be the price stated on the Company Price List current at the time of the sale of the goods.

### 3. PAYMENT

- 3.1 Payment for goods sold on credit is to be made 30 days from the end of the month in which the goods were delivered, in South African currency and without set off or deductions to 61 Trump Street West, Selby, Johannesburg, RSA.
- 3.2 Acceptance by the Company of any cheque shall be without prejudice to the Company's rights in terms of this agreement and the Customer waives its right to insist on notice of dishonour or protest being given to it in the event that his cheque is dishonoured.
- 3.3 In all cases where the Customer uses a postal service to effect payment, such postal services shall be deemed to be the agent of the Customer.
- 3.4 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 and payable, and the Customer shall be liable to pay interest in respect of amounts unpaid as at the due date at the compound rate of 2% above the prime overdraft lending rate of the Company's Bank from due date until date of payment, calculated and payable monthly in advance.
- 3.5 The Company shall have the right to suspend deliveries and to exercise its rights in terms of clause 7.1 if any amount due by the Customer is unpaid.
- 3.6 The Company may appropriate all payments made by the Customer to such accounts as it will in its sole and absolute discretion decide.

### 4. WITHDRAWAL OF CREDIT FACILITIES

4.1 The Company has the right to withdraw any credit facilities at any time without prior notice and the nature and extent of such facilities shall at all times be at the Company's sole discretion.

### 5. ORDERS

- 5.1 Orders shall include an order number and shall constitute an offer to purchase, which shall be capable of acceptance by the Company by the delivery of the goods or by the written acceptance or confirmation of the order or part thereof.
- 5.2 Oral orders shall be confirmed by the Customer in writing.

### 6. DELIVERY

- 6.1 Delivery shall be deemed to have taken place when any employee of the Customer or any employee of any carrier engaged by the Customer signs this invoice.
- 6.2 The cost of transporting and insuring goods purchased by the Customer shall be borne by the Customer.
- 6.3 Any carrier shall be deemed to be the agent of the Customer and the risk of the goods sold to the Customer shall pass upon delivery to such carrier by the Company.
- 6.4 Should the Company, at the Customer's request and on behalf of the Customer, agree to engage a carrier to transport goods to the Customer, the Company shall engage the carrier on such terms and conditions as it deems fit as agent for the Customer, and the Customer indemnifies the Company against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur to the carrier arising out of the transportation of the goods.
- 6.5 The Customer agrees that the signature of any employee or carrier on the Company's delivery note or invoice, will constitute a proof of proper delivery of goods purchased.
- 6.6 The Company shall have the right to deliver in instalments, and each instalment shall be deemed to be the subject of a separate contract, subject to these terms and conditions, and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Customer to cancel any contract.
- 6.7 The Company does not guarantee delivery on any specific date and shall not be liable for any damages whatsoever for failure to effect delivery timeously for any reason beyond the Company's reasonable control. The Customer shall not be entitled to cancel any order by reason of such delay.

### 7. OWNERSHIP & RISK

7.1 Notwithstanding that all risk in and to all goods sold by the Company to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid and in the event of a breach of these terms and conditions by the Customer, or if the Customer is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 days of the date of judgement or changes the structure of its ownership, the Company shall be entitled to take possession of the goods without prejudice to any further rights vested in the Company, and is hereby irrevocably authorised to enter upon the Customer's premises to take delivery of such goods without Court order.

### 8. LEGAL

- 8.1 The Customer shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges which the Company may incur in taking any steps pursuant to any breach of these terms and conditions by the Customer.
- 8.2 The Company disclaims all liability to the Customer in connection with the goods sold and in no event will the Company be liable to the Customer for special, indirect or consequential damages including but not limited to loss of profits.
- 8.3 All goods are sold voetstoots and without warranties whatsoever.

### 9. GENERAL

- 9.1 No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of any contract.
- 9.2 The Customer's physical address given on this invoice shall be the Customer's domicilium citandi et executandi (domicilium) for the serving of any notices.
- 9.3 This contract represents the entire agreement between the Company, and no amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Company.

### 10.

I/We further agree that PARTQUIP GROUP Limited and/or any of its subsidiaries or associated Companies may at any stage and in its sole discretion cede any claim which it has against me/us to any third party of its choosing and I/We shall be liable to such party for any balance outstanding.