

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 **"the Company"** means The Crown Group of Companies (Pty) Ltd, and any of its Subsidiaries and Operating Companies;
- 1.2 **"the Customer"** means the person(s), Trust(s), and/or Companies agreeing to procure goods or services rendered by the Company. In the instance that there is more than one Customer, the Customer's will then be considered as a joint entity;
- 1.3 **"Contract"** means a legally binding agreement concluded between the Customer and the Company for the supply of goods and/or the rendering of services by the Company to the Customer in accordance with these Terms and Conditions. If there is no contract, these Terms and Conditions will apply;
- 1.4 **"Goods and Services"** means any Goods (manufactured or imported) supplied or Services rendered by the Company to the Customer, in accordance with any Purchase Order, Quote, Invoice and/or Delivery Note given by the Company to the Customer;
- 1.5 **"Delivery Date"** means the date specified in the Contract for the delivery/collection of the goods. If no date is specified, it will then mean the date on which the goods are ready for delivery or collection.
- 1.6 **"Ex-Works"** means the date when goods are ready/available for collection or delivery.
- 1.7 **"Invoice"** means the document issued to the Customer by the Company as a means of requesting payment for goods supplied or services rendered by the Company.
- 1.8 **"End-User"** means the person(s)/company that the Customer is contracted to;

2. HEADINGS

- 2.1 Headings are used for ease of reference and shall not be used in any way for the interpretation of these Terms and Conditions.

3. GENERAL

- 3.1 These Terms and Conditions are considered a binding agreement between the Company and the Customer;
- 3.2 The Company's acceptance of the Customer's Purchase Order will be confirmed to the Customer in writing and will be expressly conditional upon the Customer having agreed to the provisions of these Terms and Conditions;
- 3.3 Unless governed by a separate and specific agreement mutually agreed to in writing, executed by a Director of both Parties, these Terms and Conditions shall constitute the complete and final written agreement between the Company and the Customer and supersedes all other agreements and understandings (including all verbal and electronic correspondence) between the Parties regarding the supply of the Products and rendering of services pursuant to these Terms and Conditions. No other terms and conditions (whether consistent or conflicting with these Terms and Conditions) will form part of these Terms and Conditions, even if such terms and conditions are provided on any of the Customer's forms and/or website;
- 3.4 Unless otherwise agreed in writing and signed by a Director of the Company, all business undertaken by the Company is strictly and exclusively subject to these Terms and Conditions, notwithstanding anything contained in the Customer's acceptance or in any order placed by the Customer or in any document provided by the Customer;
- 3.5 No variation of these Terms and Conditions are permitted unless expressly accepted, in writing, by a Director of the Company;
- 3.6 The Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of these Terms and Conditions to any third party;
- 3.7 Whilst every care is taken in supplying/rendering suitable goods/services and/or providing particulars of quality, capacity and performance, the Customer acknowledges that the Company (or any authorised person acting on behalf of the Company) gives no express representation, undertaking, warranty, guarantee (even if statutory or implied by common law, or by the terms of any contract or otherwise) as to the quality, suitability, capacity, performance or fitness of the goods/services for any purpose whether the purpose is known by the Company or not;
- 3.8 The Customer agrees to not hold the Company liable for any loss or damage resulting from any advice, recommendation, product information or assistance (and the like) requested by the Customer on any goods manufactured or supplied by the Company.
- 3.9 The Customer assigns to the Company all rights, titles, ownership and interest of development, modification and/or intellectual property (this includes patterns, moulds, jigs, tools, drawings, know-how, etc.) developed by the Company on behalf of the Customer;
- 3.10 The Customer accepts that any samples provided to the Company may be dissected and become redundant as a result thereof.

4. FREE ISSUE MATERIALS/GOODS FROM THE CUSTOMER

- 4.1 Where materials/goods are issued free of charge to the Company by the Customer, for the purpose of implementing and completing the Customer's Purchase Order;
- 4.1.1 The onus is on the Customer to ensure that any samples provided to the Company are accurate. The Company will not be held liable for any inaccuracy faults found on finished goods. The Customer hereby acknowledges that it will be liable for any costs and/or damages resulting from inaccurate samples;
- 4.1.2 All such materials/goods are deemed to have been delivered in good order and condition and be suitable for the relevant work, therefore the Customer shall be liable to ensure that these materials are in good order and condition before issuing these materials/goods to the Company;
- 4.1.3 The Customer agrees to accept liability for any loss, damage or injury caused by the materials/goods to any property and/or employees of the Company.

5. ASSIGNMENT AND SUB-CONTRACTING

- 5.1 Definitions applicable only to this Clause:
- 5.1.1 "the End-User" means the person(s)/Company that the Customer is contracted to;
- 5.1.2 "the Customer" is herein referred to as the "Primary/Main Contractor" to the End-User; and
- 5.1.3 "the Company" is herein referred to as the "Nominated Sub-Contractor". A Nominated Subcontractor is an individual or (in many cases) a business that signs a contract to perform part or all of the obligations of another's contract;
- 5.1.4 "the Contract" means a formal and legally binding agreement entered into by the End-User, the Primary/Main Contractor, and the Nominated Sub-Contractor.
- 5.2 The Primary/Main Contractor accepts responsibility for all Goods supplied and/or Services rendered by the Nominated Sub-Contractor;
- 5.3 The Primary/Main Contractor agrees to not hold the Nominated Sub-Contractor liable to bear the cost of trade damage and/or repair except to the extent that the Nominated Sub-Contractor is responsible;
- 5.4 The Primary/Main Contractor agrees that, on the acceptance of the Nominated Sub-Contractor, it does not relieve the Primary/Main Contractor of any of its overall responsibility for managing the work(s) stipulated within the Contract, from initiation to completion within its given deadlines;
- 5.5 The onus is on the Primary/Main Contractor to ensure that the End-User is aware of these Terms & Conditions of Sale, as well the Company's appointment as the Nominated Sub-Contractor;

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<p>Tel +27 (011) 618-2003 Fax +27 (011) 618-3139 Email cemo@icon.co.za Website www.cemo.co.za</p>	<p>The Crown Group of Companies (Pty) Ltd Manufacturers of Mining, Industrial and Agricultural Pumps Company Reg. No. 1965/000911/07 VAT Reg. No. 4110107960</p>	<p>Head Office Crown Building 64 Hanau Street Woluter, Jeppestown Johannesburg, South Africa P.O. Box 27023, Jeppestown 2043</p>
<p>CEMO PUMPS (PTY) LTD Company Reg. No. 1965/000911/07 VAT Reg. No. 4860154121</p>	<p>Amanzi PUMPS Exclusive Supply Contract from Cemo Pumps Company Reg. No. 1999/013485/07 VAT Reg. No. 4830212256</p>	<p>C.M.I.S. Crown Mining and Industrial Services Company Reg. No. 1992/002267/07 VAT Reg. No. 4710168453</p>

- 5.6 If the Primary/Main Contractor fails to remit payment to the Nominated Sub-Contractor, the Primary/Main Contractor hereby agrees that the Nominated Sub-Contractor will be paid directly by the End-User and deal directly with the End-User to complete the remainder of the Contract in accordance with these Terms & Conditions of Sale;
- 5.7 If the Nominated Sub-Contractor feels that the Primary/Main Contractor or the End-User has violated the Contract, the Primary/Main Contractor hereby accepts and confirms that the Nominated Sub-Contractor is entitled to claim for any damages or losses incurred from either (or jointly) the Primary/Main Contractor and End-User.

6. DOMICILIUM

- 6.1 The parties' physical addresses as set out below will constitute their chosen Domicilium Citandi et Executandi;
- 6.2 The Company: 64 Hanau Street, Woluter, Johannesburg ;
- 6.3 The Customer: Registered address as per documentation provided to the Company ;
- 6.4 All correspondence must be by way of email;
- 6.5 A party may change its Domicilium by furnishing the other party with 7 (seven) days written notice of its new physical address.

7. INSPECTION

- 7.1 Although normally permission may be granted to the Customer's representative to visit the Company's work premises, such permission will not be given automatically. The Customer is required to give the Company five (5) working days' written notice when requesting such permission.

8. QUOTATIONS

- 8.1 Any quotation given by the Company is not an offer by the Company to sell the goods, but simply constitutes an invitation by the Company to the Customer to do business;
- 8.2 Any telephonic orders require an email as written confirmation of the order, prior to the quotation being drawn up;
- 8.3 The Company may revoke a quotation at any time;
- 8.4 The Company shall be entitled to vary the amount of the quotation based on any variations incurring subsequent to the date of the original quotation, affecting the delivery and/or installation costs;
- 8.5 Once the Customer submits an order based on the quote provided by the Company, and the Company accepts such order, the Customer hereby agrees that these terms and conditions become a binding agreement between the Company and the Customer;
- 8.6 In the event that the Customer requests any alteration or variation of the goods, the Company will provide the Customer with an amended quotation. The Company will only proceed with such alteration or variation upon written acceptance of the quotation by the Customer. Should the Customer not provide written acceptance of the quote, the Company is under no obligation to carry out any such alteration or variation whatsoever.

9. INSURANCE

- 9.1 The Customer hereby understands and accepts that any goods or equipment sent to the Company's premises for assessment, repairs etc. (including Customer's goods or equipment being stored at the Company's premises for whatsoever reason), may not form part of the Company's insurance policy. The Customer and any agent or representative of the Customer also understands and agrees to not hold the Company liable for any loss or damage whatsoever that may occur.
- 9.2 It is the Customer's responsibility/prerogative to fully insure any and all goods or equipment sent to our premises for evaluation, quotation, repair, modification or on a loan for development or design improvement against loss or damage (including but not limited to theft, fire, hijacking, sabotage, water damage, malicious/accidental damage, vandalism, corrosion or oxidation) until all amounts owing by the Customer has been paid to the Company. All benefits of what may become owing to the Company in terms of such insurance policy shall be ceded to the Company should any amounts owing to the Company not be paid;
- 9.3 The Customer shall effect and maintain any form of adequate insurance that is sufficient to cover the aforementioned damages and loss, taking into account any replacement costs that may be incurred by the Company following any such damages or losses. The Customer also undertakes to have:
- 9.3.1 Public & Product Liability Insurance;
- 9.3.2 SASRIA Special Risks Insurance;
- 9.3.3 Freight/Goods in Transit Insurance.
- 9.4 When ownership of the goods passes to the Customer, the Customer carries the risk and financial responsibility for loss or damage to goods at any given point in voyage (even if the Goods have not been delivered). It is therefore fundamental for the Customer to ensure that the appropriate risk management processes are in place;
- 9.5 Should the Customer fail to effect the abovementioned insurances, the Customer hereby understands and accepts that:
- 9.5.1 The Company's shareholders, directors, employees, company representatives and/or sub-contractors shall not be held responsible/liable for any losses or damages that may occur to any equipment while on the Company premises or the Company's Sub-Contractors premises resulting from (but not limited to) theft, fire, hijacking, sabotage, water damage, malicious/accidental damage, vandalism, corrosion or oxidation resulting from the goods or equipment being subject to climatic elements;
- 9.5.2 The Company's shareholders, directors, employees, company representatives and/or sub-contractors shall not be held responsible/liable for any damage, loss or theft of the Customer's products whilst in transit to and from the Company's premises and the Customer's premises/elected point of collection/delivery.
- 9.5.3 The Customer will be accountable for any such goods or equipment including the new replacement value, repair value, loss of production, operation requirements or any of the like.

10. COLLECTION AND DELIVERY

- 10.1 The Company shall manufacture and supply the goods/services in accordance with the Contract.
- 10.2 The Company shall not be bound or held liable for any loss or damage resulting from delays or failure in the delivery/collection of goods by the Delivery Date (via road, rail, or otherwise);
- 10.3 Where there is no Delivery Date specified, the Delivery Date will be on an ex-works basis. When quoted, this will be an approximate Date given by the Company and relates to working days, calculated from the Company's written acceptance to the Customer of the Customer's Purchase Order;
- 10.4 The Customer/the Company acknowledges that time is not the essence of the Contract, but shall make a reasonable effort to collect/deliver the goods/services by the Delivery Date;
- 10.5 If the Company cannot deliver/supply/render some (or all) of the goods/services for any reason whatsoever, the Company shall notify the Customer within 30 days of being unable to do so. The Company reserves the right to either extend the Delivery Date, cancel the whole or any part of the Contract, or alternatively execute the order at the earliest possible date after being in a position to do so;
- 10.6 If no delivery address is specified, it is assumed that the Customer will collect the goods at the Company's premises.

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- 10.7 The Company's delivery note (including freight charges) signed by the Customer, his employees, freight agent or End-User, shall constitute as proof of inspection of goods that the goods/services have been delivered/collected/rendered thereunder and were in accordance with the stated quantity, type and quality reflected thereon with the final accepted order. The Customer will notify the Company immediately in writing of any missing/damaged goods, after which any claims will be considered as invalid. The onus shall be on the Customer to prove the contrary;
- 10.8 If there is a problem with the Goods on delivery, it is the duty and obligation of the Customer to return the goods to the Company at the cost of the Customer.
- 10.9 If for any reason the Customer does not accept delivery/collection/rendering of any goods/services when they are ready for delivery/collection/rendering, or the Company is unable to deliver the goods/services on time because the Customer has not provided appropriate instructions, documents, licenses or authorisations then;
- 10.9.1 The goods/services will be deemed to have been delivered/collected/rendered;
- 10.9.2 The risk shall pass to the Customer upon such deemed delivery/collection;
- 10.9.3 The Company may store the goods at the Customer's desired premises until actual delivery/collection whereupon the Customer will be liable for all related costs and expenses (including transport and storage without limitation); or
- 10.9.4 The Company may sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses/costs) charge the Customer for any shortfall below the Contract price. In the instance that services were rendered and/or materials fitted, the Company reserves the right to uplift said materials. The Customer will be liable for any costs involved in the removal process;

11. TERMS OF PAYMENT

- 11.1 Unless otherwise stated, all prices quoted are in South African Rands (ZAR), exclusive of VAT;
- 11.2 If there is no account opened with the Company, the terms of payment will be strictly 100% cash up-front. The Customer may negotiate this term of payment within 14 days of the purchase enquiry. If an agreement is reached, it must be written and signed by a Director from both the Company and the Customer;
- 11.3 If the Customer has an account opened with the Company, the Customer has thirty (30) Calendar Days from date of invoice to remit payment to the Company (unless otherwise agreed). If payment is not remitted to the Company by its respective due date, the Company reserves all right to close the account (unless otherwise agreed);
- 11.4 The Customer shall not be entitled to withhold, deduct from or delay payments of any amounts due to the Company for any reason whatsoever;
- 11.5 If any amount is not paid by the due date, then without prejudice to any rights it may have, the Company may immediately suspend the carrying out of its uncompleted obligations;
- 11.6 Both the Company and the Customer acknowledge that should projects be executed in more than one country, currencies used by those countries may vary and are subject to exchange rate fluctuation during the period of the Contract. If payment is made by the Customer in a currency other than South African Rands (ZAR), the exchange rate on the date of payment becomes applicable (unless a written agreement to establish and use a Base Rate is adopted) but not to the detriment of the Company;
- 11.7 In the instance that the Customer is unable to collect/receive the goods or equipment by the collection/delivery date, or has not paid all amounts to the Company, the Company shall store the goods or equipment at the Company's premises. The Customer will be liable to pay for any such storage/warehousing costs;
- 11.8 A reconciliation signed by a Director of the Company showing the amount due and payable by the Customer at any given time shall be regarded as Proof of *Indebtedness* for the purpose of legal proceedings against the Customer for the recovery of the said amount;
- 11.9 Should the Company instruct Attorneys to collect any amount owing to the Company by the Customer, the Customer agrees to pay all Attorney and Client costs and collection charges incurred by the Company;
- 11.10 The Customer specifically consents to the jurisdiction of the High Court of South Africa (Witwatersrand Local Division) for the recovery by the Company of any amounts owing to it. Notwithstanding, the Company shall, at its sole option or discretion, be entitled to institute proceedings in any Court or competent jurisdiction;
- 11.11 Interest will be charged at the prime interest rate plus 2% interest on a monthly basis on all overdue amounts (however they may have arisen). The Customer hereby agrees to pay the interest that may become owing by the Customer to the Company if amounts payable have not been paid on/before the payment due date. The interest will be calculated monthly from the payment due date until date of payment, and shall be payable on demand;
- 11.12 The prices of the Company's goods/services at the date of delivery of the goods or the date of the rendering of services are the Company's standard prices. The Company reserves the right to amend any quote to include VAT, technical documentation and drawings, insurance, any requested changes, storage, packaging, delivery, testing, inspection, commissioning, travel, accommodation, and/or any unforeseen expenses incurred by the Company. A revised written quotation will be provided to the Customer by the Company which will be deemed as accepted by the Customer unless written notification stating otherwise is provided to the Company within seven (7) working days.

12. LIMITED WARRANTY

- 12.1 The foregoing Limited Warranty is exclusive of and in lieu of all other warranties of merchantability, fitness for a particular purpose and of any other warranty whether expressed or implied;
- 12.2 The Company warrants to the Customer, provided that such new equipment is in the same or similar condition as supplied by the Company, for a period of 6 (six) months from the date of notification that said goods/equipment was ready for delivery/collection;
- 12.3 Where third party goods and/or services are supplied (not manufactured by the Company), the onus is on the Customer to check the appropriate warranty. No warranty will be given by the Company. All products sold that has not been manufactured by the Company are sold "voetstoots" and without any warranties whatsoever;
- 12.4 This Limited Warranty is conditioned on the prompt written notification by the Customer of any claim or defect (of the goods and/or services) within the warranty period. The Company shall (at its option) review all claims. After authorisation of said claim, the Company will either correct any defects by suitable repair to the system or furnish replacement parts, provided that the Customer has stored, installed, maintained and operated the goods in accordance with the Companies instructions and standard requirements;
- 12.5 The Customer agrees to promptly return defective parts to the Company at the Customer's expense;
- 12.6 This Limited Warranty does not apply:
- 12.6.1 If the goods/services has been subject to incorrect assembly or installation, misuse, neglect, accident, or if the goods have been operated contrary to the Companies instructions or stated limits of rated and normal usage;
- 12.6.2 If substituted parts manufactured and bought from others, are installed on the Companies goods by the Customer;
- 12.6.3 If any alteration or modification of any goods are done without the express written consent of the Company;
- 12.6.4 If the Customer fails to provide suitable insurance for the Goods while in storage;
- 12.7 This Limited Warranty shall further exclude:
- 12.7.1 The effects of corrosion, erosion, chemical accidents and normal wear-and-tear;
- 12.7.2 Consumable parts such as bearings, valves, plungers, accumulators, stators, all electrical components, gland packing, and seals.

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13. LIMITATION OF LIABILITY & INDEMNITY

- 13.1 The Customer shall not operate the goods which it or the Company considers being defective without first notifying the Company in writing of its intention to do so. Any such use will be at the Customer's sole risk and liability;
- 13.2 The Company shall not be held liable for freight, labour or other charges, as well as any repairs, replacements, adjustments, installations or any other work done by anyone other than a representative authorised by the Company;
- 13.3 The Company and its suppliers shall not be liable to the Customer or End-User, any successors in interest, any beneficiary or assignee of the Customer for any consequential, incidental, indirect, special, or punitive loss or damages arising out of the use of the goods or any breach of these Terms and Conditions by the Customer under which the goods are obtained;
- 13.4 The Company and its suppliers shall furthermore not be liable to the Customer, any successors in interest, any beneficiary or assignee of the Customer for any defect, failure, or malfunction in conjunction with the supply, resupply, use or reuse of the goods whether based upon loss of use, loss of profit or revenue, loss by reason of shutdown or non-operation, cost of replacement, whether or not such loss is based on Contract, warranty, negligence, indemnity, strict liability or otherwise;
- 13.5 If the Customer fails to fulfil its payment obligation to the Company, the Customer will be liable for any penalties, taxes or fines imposed on the Company by the respective authorities due to any delays.

14. COPYRIGHT, PRIVACY & INTELLECTUAL PROPERTY

- 14.1 All confidential information and the like will be handled and processed by the Company in compliance with the POPI Act. Neither the Company nor the Customer will be relieved of any of its rights or obligations as required under the POPI Act and these Terms & Conditions;
- 14.2 For the purpose of this clause, 'intellectual property' shall mean and include all drawings, designs, diagrams, plans, patterns, samples, copyrights, documentation, specifications, equipment, jigs, gauges, assembly and operation of the goods, electronic data and files, any CNC or similar programs written or produced to manufacture the goods, and any copies thereof;
- 14.3 The Customer hereby understands that the Company may hold various patents and confidential information relative to the intellectual property including that which has been provided to the Company by the Customer in connection with the sales order, and agrees to the following;
- 14.3.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, communicated information, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents or sub-contractors, and any other confidential information which the Customer may obtain concerning the Company's business, its products and/or services;
- 14.3.2 The Customer shall only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents and sub-contractors comply with the obligations set out in this clause as though they were a party to the Contract;
- 14.3.3 The Customer shall not disassemble, reverse engineer, copy, remanufacture, reproduce, sell, deface or remove markings from any goods or intellectual property (or similar) supplied or manufactured by the Company;
- 14.3.4 The Customer shall not photograph any of the Company's intellectual property without the Company's prior written consent;
- 14.3.5 The Customer shall not publicly divulge or publish the Company's name or existence of the sales order without the Company's prior written consent;
- 14.3.6 The Customer shall not exploit, advertise, commercialize or license any intellectual property;
- 14.4 Any intellectual property developed by the Company in terms of the sales order/contract, shall not be disclosed to or used for other parties without the Company's prior written consent;
- 14.5 The Company may disclose such of the Customer's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court or competent jurisdiction;
- 14.6 In the event of shared development, the Customer hereby agrees that the Company has rightful ownership of no less than 50% of the intellectual property;
- 14.7 Any intellectual property or product developed, manufactured or supplied by the Company may not be disassembled, reverse engineered, copied or remanufactured as a whole or in part. Any intellectual property issued by the Company is subject to this copyright, and may only be used for its intended purpose as may be specified by the Company. Upon request by the Company, such intellectual property must be returned to the Company in the same/similar condition in which it was received.
- 14.8 The Customer shall be liable should the Company suffer any loss as a result of a breach of this clause;
- 14.9 This clause shall survive termination of the Contract.

15. RELAXATION, INDULGENCE, VARIATION, ALTERATIONS, ETC.

- 15.1 No relaxation or indulgence which the company may extend to the customer shall in anyway prejudice the Company's rights nor shall the Company be stopped from exercising any such rights, by any reason thereof;
- 15.2 No relaxation which the Company may permit at any time in regard to the carrying out of the terms of the Contract shall prejudice or be a waiver of its rights under the Contract;
- 15.3 No variation, waiver, estoppel, novation or mutual cancellation thereof shall be effective unless it be in writing and signed by the Customer and the Company represented by a Director.

16. FORCE MAJEURE / SIMILAR EVENTS

- 16.1 In the event of Force Majeure/similar events (which shall include electricity/water outages, strikes, fires, industrial disputes, civil commotion, natural disasters, pandemics/virus outbreaks, acts of war and any other situation which can be shown to have materially affected the Company's ability to undertake and complete the services as agreed), the Company shall notify the Customer as soon it becomes aware of such event, indicating the circumstances.
- 16.2 An event of Force Majeure/similar events shall entitle the Company to terminate the Contract with immediate effect, subject to the Customer paying the Company for all goods delivered and/or services completed and expenses incurred up to the date of termination;
- 16.3 The Company shall not be liable for the consequences of non-performance or any delay in completion or delivery of services as a result of Force Majeure/similar events.

17. SUSPENSION/CANCELLATION/REPOSSESSION

- 17.1 The Company reserves the right to suspend, delay or cancel the delivery of some or all of the goods, or to request advanced payment from the Customer, or to claim payment of the full balance then owing by the Customer if :-
- 17.1.1 The Customer becomes insolvent or unable to pay its creditors, or seek to effect compromise with any of its creditors or compound any of its debts, or commit an act of insolvency as described in the insolvency Act of 1936, as amended;
- 17.1.2 The Customer is placed under an order of sequestration, judicial management of liquidation, whether this order be provisional or final;
- 17.1.3 The Customer is subject to any resolution passed to enable the Customer to be wound up or dissolved

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17.1.4 Any judgement is given against the Customer in a Court of Law, and is not appealed against within a period allowed for the lodging of such appeal, or if not subject to an appeal, remains unsatisfied for a period of 10 (ten) days;

17.1.5 The Customer is in breach of any of its obligations to the Company.

17.2 No suspension, delay or cancellation as a result of any of the foregoing events shall affect any other right which the Company may have against the Customer in terms of the Contract or otherwise;

17.3 In the event that the Customer wishes to cancel any order, such cancellation will only be accepted if prior written notice was provided to and accepted by the Company. The Customer shall be liable to pay for any costs incurred by the Company (materials, labour, transport, etc.);

17.4 Should payment of the purchase price not be made in full within the stated Terms of Payment [Clause 17.], the Company reserves the right to cancel any Contract or part thereof and repossess any materials and/or goods (including goods/equipment which have been fitted) and claim damages sustained (subject to the goods being in the original packaging and in a marketable condition). Carriage is to be borne by the Customer.

17.5 In the event of repossession – any and all amounts owing by the Customer to the Company shall immediately become due and payable. The Customer shall be liable to pay for:

17.5.1 The difference between the selling price and the value of the goods at the time of repossession; and

17.5.2 All other costs incurred in the repossession of the goods.

The value of repossessed or retained goods shall be deemed to be the value placed on them by any sworn valuator after such repossession. Such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

18. RETURNS

18.1 No goods are returnable unless previously agreed;

18.2 The agreement to return the goods must be signed by an authorised Director of both the Company and the Customer.

19. RISK, REPAIRS & OWNERSHIP

19.1 Ownership of all goods delivered shall pass to the Customer only when the purchase price has been paid in full by the Customer to the Company;

19.2 The risk on all goods shall pass to the Customer on date of notification that the goods are ready for delivery and/or collection. Any Customer's goods being held by the Company for repair or refurbishment must be insured by the Customer's own insurance. The Company will not be held liable for loss of or damage to said goods if the goods were not properly insured by the Customer [Clause 13];

19.3 Repair dates are approximate. The Company shall not be held liable for loss or damage of whatsoever nature, arising out of delay which affects repairs;

20. SPECIFICATIONS

20.1 The Company reserves the right to make changes/alterations to the specifications, look, or design. The dimensions are supplied as indicative, average, and approximate purposes only;

20.2 All specifications, illustrations, drawings, diagrams, price lists, quotes, dimensions, performance figures, advertisements, brochures and other technical data furnished by the Company in respect of the goods (and whether in writing or not) are furnished on the basis that they will not form part of the Contract or be relied upon by the Customer for any purpose;

20.3 If any Goods are manufactured and supplied in accordance with the samples, patterns, drawings or specifications provided by the Customer, no responsibility will be accepted by the Company for the infringement of any patent. The Customer agrees to indemnify the Company (and its Suppliers or Sub-Contractors) against any claim which may be brought against the Company.

21. CESSION OF BOOK DEBTS

21.1 The Customer hereby irrevocably cedes, pledges, assigns, transfers and make over unto and in favour of the Company all of its rights, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Customer may at any time have against any and all the Customer's Debtors (i.e. persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae) without exception as a continuing covering security for the due payment of every sum of money which may be due or at any time become owing to the Company by the Customer.

22. SURETYSHIP

22.1 By signing and accepting these Terms & Conditions and/or the quotation, the signatory binds himself/herself in his/her private and individual capacity as surety for a co-principal debtor with the Customer in favour of the Company for the due performance of any obligation of the Customer and for the payment to the Company by the Customer of any amount which may now or at any time be or become owing to the Company by the Customer.

23. CHANGES TO THESE TERMS AND CONDITIONS

23.1 The Company may modify these Terms and Conditions at any time, for example (but not limited to), in order to reflect changes to the law or changes to our products and the way in which they are sold and distributed. Such updated Terms and Conditions will control the relationship between the Company and the Customer regarding the subject matter of these Terms and Conditions. The changes will be uploaded to the Company's website at the Company's prerogative. The onus is on the Customer to regularly check for updates to these Terms and Conditions. If the Customer does not agree with a material modification to these Terms and Conditions, the Customer is obliged to inform the Company in writing without delay within seven (7) working days from the Company's acceptance of the Purchase Order.

24. GOVERNING LAW

24.1 The Terms and Conditions shall be governed and interpreted in accordance with the law of the Republic of South Africa;

24.2 In the event that any provision of these Terms and Conditions become unenforceable or invalid, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.

24.3 Should any legal assessment or investigative costs be incurred in attempting to recover, replace or reinstate damaged or stolen goods, such costs will be for the Customer's sole account. Any litigation/arbitration is to take place in the Republic of South Africa.

24.4 Should any dispute, disagreement or claim (hereinafter referred to as "the dispute") arise between the parties concerning this agreement; the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation. If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to AFSA administered mediation, upon the terms set by the AFSA Secretariat. Failing such a resolution, the dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator/arbitrators appointed by the Foundation;

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