

# GENERAL TERMS AND CONDITIONS OF SALE

(of CT Alliance cc – hereinafter referred to as 'the Creditor')

## 1. THESE TERMS SUPPLEMENTED BY TERMS ON INVOICE/DELIVERY NOTES

The Applicant by his/her/its signature accepts the Creditor's (CT Alliance cc) 'General Terms and Conditions of Sale' as read with the Creditor's invoices/delivery notes notwithstanding that the Applicant's order/s and invoices and/or terms and conditions of trade incorporates any other terms and/or conditions and the Applicant's said terms are hereby expressly excluded from any agreement of sales concluded or to be concluded or between the Applicant and/or Creditor.

## 2. PURCHASE AGREEMENT

A purchase agreement between the Applicant and the Creditor only becomes effective, when a written order was placed by the Applicant and this order has been accepted in form of an 'Order Confirmation' by the Creditor in writing.

## 3. CREDIT FACILITIES

The purchase price for the goods shall be paid by the Applicant in cash without deduction or set off direct to the Creditor in accordance with the credit terms extended by the Creditor to the Applicant in accordance with the Credit Application Form, to which these General Terms and Conditions of Sale are annexed, all of which are material terms and conditions to this agreement, and if not paid by the due date, the Applicant shall be liable to pay interest on the amount outstanding at the statutory prescribed rate in accordance with the Prescribed Rate of Interest Act and per regulation as published in the Government Gazette from time to time, calculated monthly from the date that same became due to the Creditor to the date of payment thereof.

## 4. CONDITIONS OF DELIVERY

A minimum order value (nett value of goods) of 300,- ZAR is applicable. For orders below 1.500,- ZAR an additional delivery surcharge of 80,- ZAR applies within Gauteng area (for deliveries outside the Gauteng area, the actual delivery costs will be charged).

A 25% re-storage charge is applicable for incorrectly ordered parts, customized or special parts (i.e. special stroke cylinders, etc.) are excluded from returns.

Time shall not be of the essence insofar as an accepted order relates to deliveries, and the Creditor does not guarantee delivery of the goods on any specific date. If the Applicant defers and/or postpones delivery when the Creditor is ready to deliver the goods and/or tenders delivery or if the Creditor at the request of the Applicant shall in respect of any order for goods which are to be delivered at a specific rate over a period, postpone delivery, payments must be made by the Applicant to the Creditor as if the acceptance had not been deferred or delivery had not been postponed, and in addition hereto the Applicant shall be liable for all costs of storage and insurance pertaining thereto.

## 5. CONDITIONS OF PAYMENT

The full amount of the purchase price is due within 30 days from the date of delivery (STRICTLY!). A 2% settlement discount will be granted for payments within 10 days. After 60 days of non payment the account will be suspended and no further deliveries will be dispatched until full settlement of the outstanding amount. 2% interest per month will be charged on all accounts which exceed the agreed terms of credit (counting from day 31).

## 6. LIMITATION OF LIABILITY

If the Creditor cannot deliver some or all of the goods for any reason beyond the Creditor's control, including and without being limited to lack of instruction/s from the purchaser, stock shortage/s, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the Creditor may in its sole discretion, cancel the whole or any part of the agreement forthwith. In the event of such cancellation, the Creditor shall not be liable to the Applicant for any loss and/or damage whether in contract or whether in delict, (including without being limited thereto, any loss of profits) thereby caused. The Creditor shall under no circumstances whatsoever be liable to the Applicant for any loss and/or damage [consequential or otherwise] as a result of any act or omission on the Creditor's behalf howsoever arising and the Applicant indemnifies the Creditor against any claim in this regard whatsoever.

## 7. RESERVATION OF OWNERSHIP

Ownership in and to any goods and/or products sold by the Creditor to the Applicant shall remain vested in the Creditor until the full purchase price in respect thereof has been paid for in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from the Creditor to the Applicant. Notwithstanding the foregoing, all risk of loss and/or damage in or to any goods and/or damage in or to any goods and/or products sold by the Creditor to the Applicant shall pass to the Applicant after the goods have been loaded onto any vehicle delivering same to the Creditor's premises.

## 8. LIMITED WARRANTY

The Creditor furnishes with its goods/products its standard guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made by the Applicant to the Creditor in respect of such goods/or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.

## 9. INDEMNITY

The Applicant hereby indemnifies the Creditor against all or any claims of whatsoever nature, which may be made against the Creditor by any person/s whomsoever whether in contract and/or delict and whether for loss of profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by the Creditor of legal fees to its attorneys on an attorney and client scale in contesting any such action.

## 10. SUSPENSION AND CANCELLATION IN EVENT OF NON-PAYMENT

Notwithstanding anything herein contained to the contrary, the Creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods ordered by the Applicant and/or vary the terms and conditions of payment hereof by insisting upon advanced payments for any goods sold and delivered by the Creditor to the Applicant in the event that the Applicant falls into arrears with its account with the Creditor and/or is insolvent and/or is unable to pay any of its debts and/or seeks to effect any compromise with any of its creditors and/or compound any of its debts and/or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to any resolution passed to enable the Applicant to be wound up and/or dissolved and/or is in breach of any one or more of its obligations to the Creditor in terms of this agreement. No suspension, delay and/or cancellation as a result of any of the foregoing events shall novate or waive any of the other rights which the Creditor may be entitled to in law in terms of this contract or otherwise. The credit facilities awarded to the Applicant in terms hereof may be withdrawn by the Creditor at any stage without notice to the Applicant.

