

Standard Terms and Conditions

1. DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear corresponding meanings

- 1.1 "APPLICANT" – means the legal person named on the credit application annexed hereto next to the caption "Registered Name" or if no such application is annexed hereto, or name thereon, or in any other circumstances, any person or persons at whose request or on whose behalf CSC undertakes to supply any goods, do any business, or provide any advice or service;
- 1.2 "signatory" – shall mean the individual who signs this agreement and the annexed credit application on behalf of the Applicant;
- 1.3 "CSC" shall mean Coetsee Safety Consultants (Proprietary) Limited, a Private Company duly registered and incorporated in terms of the company laws of the Republic of South Africa, including inter alia its representatives, assigns, agents and employees.
- 1.4 "goods" shall mean any goods of whatsoever nature sold by CSC to the Applicant in terms of this Agreement.

2. THESE TERMS AND CONDITIONS TO PREVAIL

- 2.1 Goods sold by CSC to the Applicant are and be subject to the conditions hereinafter set out, and each conditions shall be deemed to be incorporated in and to be a condition of the agreement between CSC and the Agreement.
- 2.2 No agent or employee shall have the authority to alter or to vary these conditions either by an oral or a written undertaking or representation given before or after receipt of these conditions, nor shall any act or omission of CSC be construed as a variation or waiver of any of these conditions.
- 2.3 Notwithstanding the fact that an employee of the Applicant may have incurred charges ostensibly on behalf of the Applicant, whether in the course and scope of his employment or service with the Applicant or not, the Applicant shall be liable for such charges.
- 2.4 Represent the entire agreement between the parties and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Client and a duly authorized representative of CSC.
- 2.5 Are final and binding and are not subject to any suspensive or dissolutive condition.
- 2.6 Expressly exclude any conflicting conditions stipulated by the Client.
- 2.7 Acceptance of delivery of the goods shall be deemed conclusive evidence of the Client's acceptance of these Terms and Conditions.

3. PRICE AND PAYMENT

- 3.1 unless otherwise specifically agreed by CSC, all sums shall be paid to CSC in terms of clause 3.3 below, and the full amount must be paid without any deduction and payments shall not be withheld or deferred on account of any claim, counterclaim or set off.
- 3.2 Unless otherwise expressly stated, prices are exclusive of value added tax which shall be for the account of the Applicant unless the Applicant has given acceptable proof to the CSC that the goods are zero rated or exempt. The Applicant shall pay or reimburse to CSC the amount of any value added tax simultaneously with the purchase price.
- 3.3 The purchase price and all sums payable in respect of any good sold by CSC to the Applicant in terms of this agreement shall be payable by the Applicant to CSC, at CSC's head office –
- 3.3.1 in cash;
- 3.3.2 in South African currency without deductions or set-off and fee of any exchange; and
- 3.3.3 during or before the expiry of the credit period indicated on the credit application which is annexed hereto, which period shall commence upon issuing of an invoice by the CSC, or if there is no credit period indicated shall be payable in cash on order.
- 3.4 After the completion of the credit application by the Applicant CSC shall in its own discretion be entitled to make such enquiries as it may deem necessary to determine whether or not to grant the Applicant credit as applied for in the credit application, or on any other terms, or not at all.
- 3.5 Until a determination is made by the CSC as contemplated in clause 3.4 above any goods sold by CSC to the Applicant shall be supplied on a "cash-on-order" basis only.
- 3.6 The Applicant has no right to withhold payment for any reason whatsoever. The Applicant is not entitled to set off any amount due to the Applicant by CSC against any debt owed by the Applicant to CSC nor shall any payment be withheld by virtue of any alleged counterclaim against CSC by the Applicant.
- 3.7 Interest on any overdue amount will be payable on the maximum interest rate allowed by law.

4. OWNERSHIP

Notwithstanding delivery of the goods to the Applicant, ownership thereof shall not pass to the Applicant until CSC has received full payment of the purchase price and all incidental costs related thereto.

5. INDEMNITY

- 5.1 CSC shall by no means be liable on grounds of breach for negligence in respect of any type of loss or damage, howsoever arising, whether in respect of or in connection with any instructions, business, advice, information or service or otherwise, unless it is provided that the loss or damage was caused by the gross negligence of CSC.
- 5.2 The client hereby undertakes to indemnify the Supplier against any claims for harm /damage (including any loss or damage that may be incurred / sustained due to circumstances such as theft) that may result due to reasons beyond the reasonable control or unintentional act of any person, whether or not in the employ or in his/her representative capacity of the Supplier. This will include any economic loss pertaining to such harm/damage caused due to circumstances beyond the reasonable control of the Supplier.
- 5.3 CSC shall not in any circumstances be liable for any consequential or indirect loss howsoever causes, to the extent allowed by law.
6. NO VARIATION OR AMENDMENTS
- 6.1 This agreement constitutes the whole agreement between the applicant and CSC relating to subject matter hereof.
- 6.2 No amendments or consensual cancellation of this agreement or any provisions or terms thereof or of any agreement bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement if any dispute arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by a duly authorised representative of CSC. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 6.3 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against CSC in respect of its rights under this agreement, nor shall it operate so as to preclude the Company thereafter from exercising its rights strictly in accordance with this agreement.
- 6.4 CSC shall not be bound by any express or implied terms, representation, warranty, promise or the like not recorded herein, whether it induced the contract between CSC and the Applicant or not.

7. WARRANTIES AND GUARANTEES

- 7.1 Save for the guarantees or warranties furnished in writing by CSC which have been signed by a duly authorised representative of CSC, no warranties guarantee or representations, express or implied or tacit whether by law, contract or otherwise and whether they induce the contract or not, which are not set forth in this agreement shall be binding on CSC, the Applicant irrevocably waiving any right (common law or otherwise) it may have to rely on.

8. GENERAL

- 8.1 Save with the written consent of CSC, the applicant shall not cede, assign, transfer, alienate or dispose if their rights in respect of the goods sold to the Applicant by CSC until such time as the Applicant has paid the full purchase price plus any incidental costs, including interest, relating to the goods to CSC.
- 8.2 All specifications, descriptive matter, drawings, instruction manuals and other documents furnished to or by CSC do not form part of this agreement and may not be relied upon, unless they are agreed in writing by CSC to form part of this agreement. All descriptive matter, specifications, drawings, instructions manuals and particulars given by CSC which form part of the contract are approximately only and CSC cannot be held responsible for loss due to discrepancies therein, unless such loss or was due to our negligence.
- 8.3 CSC shall have the right to institute any action for monies owing by the Applicant in either the relevant Magistrates Court of the High Court in the Republic of South Africa notwithstanding that the quantum claim may exceed the jurisdiction of the Magistrate's Court.
- 8.4 The Parties choose the address of legal service for the purposes of the giving if any notices, the payment of any sum, the serving if any process and for any other purpose arising from this agreement at their addresses and telefacimile numbers as set out in the credit application annexed hereto.
- 8.5 The Applicant shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this agreement to any third party.
- 8.6 Each paragraph or clause in this agreement is severable the one from the other and if any paragraph or clause is found by any competent court to be defective or unenforceable for any reason whatever, the remaining paragraphs or clauses shall be of full force and effect and continue to be of full force and effect.
- 8.7 Any transaction is subject to cancellation by CSC due to force majeure from any cause beyond the control of CSC, including, without restriction the generality of the aforesaid, inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbances, riot, state emergency, strike, lockout, or other labour disputes, fire, flood, draught, or legislation.
- 8.8 The Applicant shall forthwith after the conclusion of the contract, furnish CSC with all information reasonably required by CSC to enable it to comply with its obligations.
- 8.9 No notices, cheques, cash or other documents sent to CSC though the post shall be deemed to have been received unless and until actually received by CSC.
- 8.10 This agreement shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

9. BREACH

- 9.1 If the Applicant breaches any of the Terms and Conditions hereof or any other agreement with CSC or fails to pay any amount payable by on due date or commits any act of insolvency or endeavours to compromise generally with its creditors or does or causes to be done anything which may prejudice CSC's rights hereunder or at all, or allows any judgement against it to remain unsatisfied for 7(Seven) days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if its estate is voluntarily surrendered or if more than 25% of the issued share capital or members interest of the Applicant is transferred, pledged, encumbered or ceded to third party/is, CSC shall have the right, without prejudice to any other right which it may have against the Applicant, to effect to;
- 9.1.1 treat as immediately due and payable all outstanding amounts in respect of h goods sold to the Applicant, to claim such amounts as well as any other amounts in arrear including interest, to immediately enter the premises of the Applicant or wherever the goods are being stored and retake possession thereof until such time as the Applicant has paid all outstanding amounts in respect of the goods to CSC and to cease performance of its obligations hereunder as well as under any other contract with the Applicant until the Applicant remedy the breach;
- 9.1.2 Cancel this agreement and retake possession of any of the goods sold to the Applicant.
- 9.2 CSC shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the Applicant is indebted to the CSC in any amount whatsoever in respect of any cause whatsoever or fails to comply with any other obligations to CSC, whether arising out of this agreement or otherwise. In particular, without limiting the generality of the foregoing, if delivery of any particular order is to take place in stages, CSC shall not be obliged to deliver any part of the order until the purchase price which is due in respect of the part of the order which has already been delivered, has been paid.

- 9.3 No claim under this contract will arise against CSC unless the Applicant has given CSC 30 (Thirty) day's written notice sent by prepaid registered post to rectify any defect or breach of this contract.
- 9.4 The Applicant agrees that the amount due and payable to CSC shall be determined and proven by a certificate issued by CSC and signed on its behalf by any person duly authorised by CSC which authority need not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Applicant.
- 9.5 The Applicant hereby indemnifies CSC against any and all damage of whatsoever nature, however and by whosoever caused in relation of the removal of goods, and without derogating from the generality of the foregoing. The removal of such goods pending receipt of payment from the Applicant of all outstanding amounts.

10. COSTS

- 10.1 The Applicant shall be liable for all costs incurred by CSC in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own Applicant scale and cost of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with satisfaction or enforcement of such judgment.
- 10.2 The Applicant undertakes to pay the costs of suretyship and cession contained herein, including any stamp duty payable thereon and agrees that such costs can be debited to the Applicants account upon acceptance.

11. CESSION

- 11.1 The Applicant hereby irrevocably cedes, assigns and transfers, make over unto and in favour of CSC, all the Applicants right, title and interest in and to its claim against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the Applicant may now or at any time in the future owe to CSC.
- 11.2 The Applicant irrevocably and in rem seam authorises CSC in its absolute discretion to claim wholly all or any of the Applicants debtors in whole or any portion of the indebtedness of anyone or more of them, to give a valid receipt for discharge for such indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution thereunder against all or any of the said debtors, to cede, transfer, negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, documents of title or any other security held by the Applicant.

14.3 The security created by the cession shall be continuing one, notwithstanding any fluctuation in the amount of indebtedness of the Applicant to CSC.

14.4 The Applicant hereby undertakes on demand, to furnish CSC with such information concerning its debtors as may be required, to enable CSC to give effect to the provisions of this clause.

12. INTEREST

The Applicant shall be interest at the publicly quoted basis rate per annum ruling from time to time at which CSC's bankers lend on overdraft, which rate shall be proved by way of a certificate signed by any employee of such Bank, compounded monthly in arrear, or at the maximum rate of interest that may be levied in terms of the National Credit Act 34 of 2005 (if applicable), on all amounts owing by the Applicant to CSC which have not been paid on the due date thereof, reckoned from the due date thereof until date of payment, such interest shall be payable on demand.

Signed at _____ on _____ 20_____

For and on behalf of the Applicant who warrants that he is duly authorised hereto

Signature _____