

CONDITIONS OF SALE AND TERMS OF PAYMENT

- A. In the event of any amount payable by the purchaser not being paid in full on or before due date then the total amount owing in terms of this contract shall immediately become due and **payable**.
- B. In the event of any amount payable by the Purchaser not being paid in full on or before any due date, interest at 2% per calendar month shall be payable by the Purchaser to the Seller and all discounts detailed are forfeited.
- C. Without prejudice to any other rights which the Seller may have hereunder, and without prejudice to any claim for damages which the Seller may have, the Seller shall in the event of any default on the part of the Purchaser, be entitled to remove the whole or part of the goods supplied and may pass a credit therefore, the amount of the credit being based on the condition and extent of the goods and the price for which it was sold to the Purchaser, which amount shall be in the sole discretion of the Seller. The Seller shall not be liable to the Purchaser or anyone else for any damage which may be caused to any premises of whomsoever by reason of the Sellers removal of the goods as aforesaid, until the Purchaser has paid the amount due by him to the Seller in full, the Purchaser hereby appoints the Sellers as his agent irrevocably in rem suam in so far as the same may be necessary to affect the said removal.
- D. The goods ordered herein are made to measure and once this order has been accepted it cannot be cancelled or varied in any manner whatsoever, other than in writing and signed by the Purchaser and a director of the Seller.
- E. In the event of the Purchaser wishing to cancel or vary this order at any time, and providing the Sellers agrees thereto, then the Purchaser agrees and hereby undertakes forthwith to pay or all the costs already incurred by the Seller in the execution of this order, whether fully or partially completed.
- F. The Seller does not undertake any responsibility for obtaining the approval or permission of any authority, local or governmental, which may be required for the erecting or installing of its products nor does the Seller undertake to have plans submitted to such local or governmental authorities, if required. This is entirely the responsibility of the Purchaser and in the event of any such approval or permission being refused, the Purchaser shall not be entitled to cancel or vary this Contract on such ground. In the event of a local or governmental authority requiring a storm water connection, or any other plumbing, to be installed, in conjunction with the installation of the goods, then the Purchaser undertakes to attend thereto without delay and at his expense.
- G. The Seller guarantees its workmanship and quality of aluminium materials used, having regard to fair wear and tear and furthermore provided a proper and acceptable manner of cleaning is used:
- a. Against rusting, paint chipping or blistering and colour fading, for a period of 10 (ten) years from the date of erection or installation.
 - b. Against faulty installation for a period of 2 (two) years from the date of erection or installation;
- Provided that the Purchaser shall have notified the Seller in writing by registered post within 14 (fourteen) days of any defect becoming apparent and provided further that the Purchaser shall have paid in full all amounts owing to the Seller
- H. Whilst every effort will be made by the Seller to prevent rain or water penetrating the goods manufactured and/or erected and/or installed by the Seller, the Seller does not warrant that the goods will be waterproof and the Purchaser acknowledges that he shall have no claim of whatsoever nature against the Seller in the event of the goods not being waterproof.
- I. Any actions or proceedings which the seller may institute against the Purchaser may at the sole option of the Seller be instituted against the Purchaser in any Magistrate's Court having jurisdiction over the Purchaser, notwithstanding the subject matter of such action or proceedings being beyond the ordinary jurisdiction of such Court and this clause constitutes a consent in writing in terms of Section 45(1) of the Magistrates Court Act No. 32 of 1944 or any statutory modifications or amendment or substitution thereof.
- J. The proposed installation date shall not constitute a material term of this contract and any failure by the Seller to adhere to such date shall not entitle the Purchaser to cancel this contract nor relieve him of his obligations hereunder.
- K. **This contract constitutes the entire contract between the parties and no representation by any person, or variation or amendment to any of the terms or conditions hereof shall be valid and binding on the Seller unless reduced to writing and signed by both parties.**
- L. Transfer of ownership only passes when payment is made in full. Notwithstanding the reservation of Ownership as aforesaid, all risk of damage, loss or destruction of the goods shall pass to the Purchaser on installation.