

NATIONAL BRAIDING INDUSTRIES (PTY) LTD

("the Company")

CONDITIONS OF SALE

1. Unless otherwise specifically agreed to by the Company in writing, all sums owing to the company in respect of the supply of services and/or products shall be paid, without deduction, on or before the last day of the second month following the month of such supply.
2. Terms are strictly 30 days from date of statement with an early settlement discount of 1.5% deductible, unless otherwise agreed as in condition 1 above.
3. Interest will be payable by the purchaser at the maximum permissible rate allowed by law on accounts not settled within the agreed terms of credit.
4. All orders accepted by the Company shall be subject to the conditions of sale specified herein, unless otherwise agreed to in writing by the Company.
5. Orders accepted by the Company may not be cancelled except with the Company's prior written consent.
6. Delivery dates are quoted on an ex-works basis.
7. Delivery dates are to be treated as estimates only and shall not give rise to any contractual obligations on the part of the Company. Although estimated delivery dates are given in good faith and the Company undertakes to institute all necessary precautions to avoid or reduce delays, the Company shall not be responsible for loss resulting from delays in delivery occasioned by strikes, lock-outs, delays of carriers, by reason of force majeure or other causes reasonably beyond the Company's control and no order may be cancelled by the purchaser for any such reasons.
8. Delivery shall be deemed to have taken place against signature of the Company's delivery note, signature of the company's freight agent's Waybill if the goods are delivered using a freight agent, proof of posting if the goods are posted to the purchaser or proof of delivery to the South African Transport Services if the goods are railed to the purchaser.
9. Risk in the products shall pass on delivery but ownership in the products sold remains vested in the Company until the purchase price shall have been paid in full. All such products, whether affixed to immovable property or to other products shall be deemed to remain movable property and severable without injury to such immovable property or other products. The Company reserves the right to inform the end user or the owner of the premises in which any products are installed of its claim to ownership.
10. Claims for damaged products will only be considered if made in writing and sent by prepaid registered post to the company within seven days after receipt of the products. In the absence of any such claim the purchaser shall be deemed to have received and accepted the products in good order and in full compliance with the orders placed. Payments shall not be set off against or withheld on account of any such claim unless it has been admitted by the Company in writing.
11. Personal guarantees or other security may be required from directors, members, partners or the sole proprietor of the purchaser, as the case may be. The Company reserves the right to suspend deliveries, to cancel any undelivered portion of any order and to impose such other conditions as to security or terms of payment as it deems fit. The Company shall be entitled at any time, without notice to the purchaser, to terminate any credit facilities which it may have granted to the purchaser.
12. The purchaser shall forthwith notify the Company in writing of any changes in the information set out in the application for credit facilities.

13. No representations or warranties shall be binding upon the Company unless made by it in writing. The company shall not be liable, whether in contract, delict or otherwise, for any injury, damage or event giving rise to pure financial loss, contingent loss or consequential loss or for any damage or loss to intangible property of any kind whatsoever arising out of the nature or condition of or in connection with any products.
14. In no circumstance shall the Company be liable for the cost of repair, reconditioning or replacement of any products or part thereof except for the cost of repairing or making good any defect of workmanship on, or any defect in the products.
15. No relaxation or indulgence which the Company may grant to the purchaser shall constitute a waiver, abandonment or novation of its right to enforce strict compliance with these conditions of sale.
16. In any dispute arising out of these conditions of sale or between the Company and the purchaser, the Company shall, at its option, be entitled to institute proceedings in any magistrates court which otherwise has jurisdiction notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The purchaser hereby consents to such jurisdiction.
17. The purchaser shall pay any and all legal and other costs incurred by the Company as a result of any breach by the purchaser of these conditions of sale or any failure by it to pay any amount on due date, on the scale as between attorney and own client, whether or not any legal action is instituted. Such costs shall include any collection commission which the Company may be required to pay.
18. No person other than a director of the Company has any authority to contract on the Company's behalf on any terms or conditions other than those contained herein. No terms or conditions contained in any order or other document issued by the purchaser shall be valid or enforceable and no variation of these conditions of sale shall be binding upon the Company unless reduced to writing and signed by a director of the Company.
19. The purchaser chooses the address stated on the face of the Application for Credit Facilities with the Company as its domicilium citandi et executandi and for the receipt of all correspondence, notices and legal process.
20. The Company is entitled to make whatever enquiries are necessary and permissible by law in assessing the application for credit facilities of the purchaser.

The applicant warrants that the information submitted herein is true, complete and correct in all respects and that the applicant understands fully all of the terms contained herein.

Signed at _____ on this _____ day of _____
before the undersigned witness.

The Applicant (Being duly
Authorized hereto)

Witness

Print Name _____

Print name _____