



# www.GRAVITY TRAINING.co.za

- Fall Arrest • Rope Access • Aerial Rigging • Gear Inspection & Fall Protection Plan Development Courses
- Fall Protection Plan In-house Designer • Equipment Suppliers • Rope Access & Bolting Services

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## 1. SCOPE OF APPLICATION

1.1 All products supplied and services offered by Gravity Training CC, its affiliates, subsidiaries and companies within the Gravity group ("THE SUPPLIER") to the Customer shall be governed strictly and exclusively on the basis of these terms and conditions of sale. These terms and conditions supersede any terms and conditions stipulated by Customer irrespective of that stipulated on a Customer's order.

1.2 The Customer also collectively refers its employees, agents, trainees, contractors, sub-contractors, insofar it is practical to include them for, including but not limited to, liability. For clarity sake, the Customer is solely responsible for payment and not the agents, trainees, contractors and sub-contractors listed above.

1.3 In the event the Customer's turnaround or assets value is under R2million per annum, special attention is drawn for these Customers to clauses 3.2, 5.3, 5.6, 5.7, 5.8, 5.10, 6.3, 12, 15, 21 and 22.4.

## 2. THE GOODS AND SERVICES

The goods and services are defined as the subject matter of any quotation of the SUPPLIER and the order placed by the Customer and accepted by THE SUPPLIER in writing, or as agreed between the Customer and the SUPPLIER from time to time.

### 3.1 TRAINING SERVICES

3.1.1 Due to the nature of the SUPPLIER'S training services, the training services will not continue unless all required documentation is received, as per course requirements, from the Customer. These documents must be submitted to the SUPPLIER by latest, on the first day of training. **No administration equals no training.**

3.1.2 Bookings are made strictly on a first come first served basis.

3.1.3 THE SUPPLIER reserves the right to cancel and/or postpone and/or move the location of the training, by providing prior notice to the Customer.

3.1.4 An originally certified copy of the individual trainees ID is required. No copies, facsimiles or email copies will be accepted. This document falls part of the documents mentioned in clause 3.1.1 above.

3.1.5. Certificate of Fitness: As per the construction Regulations of 2014 (section 10 (2) (b)), it is a legal requirement to be medically evaluated before any work from an elevated position can be performed, therefore a medical evaluation certificate has to be presented prior to work or training. A Certificate of Fitness is also required by SETA for the NQF - National Qualification Framework- courses. A Certificate of Fitness template is available on request to THE SUPPLIER. The Certificate of Fitness must be completed by an Occupation Health Practitioner. It is the Customer's responsibility to ensure that their employees, trainees, contractors and the like, are medically fit. It is of high importance that medicals must be presented on first day of training in order to train on any heights.

Should the candidate already have completed a medical examination, the company can use that certificate as long as it is still valid on the training

*Without limitation, accepting a sales order, invoice or applying for credit shall signify acceptance of these Standard Terms and Conditions and shall override any other terms or conditions put forward by the Customer*

In the event the Customer's turnaround or assets value is under R2million per annum, special attention is drawn for these Customers to clauses 3.2, 5.3, 5.6, 5.7, 5.8, 6.3, 12, 15 and 21.

assessment date and it indicates that the candidate is medically fit for working at height. Medicals are only valid for a period of (1) one calendar year.

### 3.1.6. Re-Assessments:

Rope Access Level 1 (US229998 & US230000), Level 2 (US229996) & Level 3 (US229997 + US230001) and Fall Arrest Rescue Technician (US229999): As part of our Customer service policy, we provide one additional opportunity for a candidate at either 50% or 66% of the original course price to be re-assessed, depending on the specific course attended. The candidate would need to attend the full (6) six days of the training. The candidate can attend a minimum of (4) four days of training with prior approval from the course's assessor. A maximum of 2 re-assessment candidates are allowed per group. All other courses: (Basic Fall Arrest (US229998), Fall Arrest & Basic Rescue (US229998 & US229995), and Climbing Equipment Inspection & Management), Rope Rigging (US14706): .First re-assessment attempt will be free of charge. All re-assessments need to take place within a month's/30 day period.

3.1.7 Learner details (names, surnames & ID numbers/Passport numbers) will appear on certificates as they appear on the learner's I.D. Document.

3.1.8 The Customer acknowledges that their employees will be working with expensive equipment and shall be held liable for any damages suffered by THE SUPPLIER to the equipment through any negligent act(s) by their employees, representatives, contractors and student/ candidate.

3.1.9 Clothing: Casual wear i.e. jeans/tracksuit pants with T-shirt/long shirt. For all Rigging courses and Rope Access Level 2 & 3 courses: Safety shoes are compulsory (no safety boots = no training).

3.1.10 Weight Restrictions: No person over the weight of 140 Kg can be trained as per equipment limitations.

3.1.11 Payment terms: Banking details: as per quotation / tax invoice  
Please use your quotation number (QU - - - - -) or invoice number (N - - - - -) as reference for your payment and send the Proof of Payment to the Bookings department ([bookings@gravitytraining.co.za](mailto:bookings@gravitytraining.co.za))  
Cash or card payments are accepted at our office.  
Cheques are not accepted.

3.1.12 Cancellations & Date Changes Policy: In the event of cancellations or postponing the course, the following penalties will be applicable.  
Cancellation or date changes within 10 working days: 20% Penalty.  
Cancellation or date changes within 5 working days: 50% Penalty.  
Cancellation or date changes within 2 working days: 100% Penalty.  
Any arrivals after 09:00 will be seen as a no-show and a 100% "No-Show" fee will be applicable.

## 3.2 PRODUCT QUALITY

3.2.1 The goods and product quality and suitability are extended to the Customer, as received from the product manufacturer.



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Seta Accreditation number: 2290

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3.2.2 THE SUPPLIER does not warrant the suitability for any specific purpose of the goods, and in so far as permitted under the Consumer Protection Act, any product specifications or other information provided by THE SUPPLIER shall not relieve the Customer of the need to conduct his own investigations and tests as to the suitability and application of the goods for any particular purpose. The Customer shall have no claim against THE SUPPLIER if the goods are provided in accordance with the product specifications thereof but are not suitable for any particular purpose not specifically agreed to in writing by THE SUPPLIER before the goods were supplied.

#### 4. PRICE

The purchase price of any goods or services supplied or rendered by THE SUPPLIER shall be the price reflected in the valid written quotation, or invoice sent by THE SUPPLIER to the Customer from which an order will be generated by the Customer and accepted by THE SUPPLIER. THE SUPPLIER quotations are valid for the period indicated thereon and upon expiry of the validity period. THE SUPPLIER reserves the right to change its prices from time to time as it, in its discretion, deems fit. If the price increase is in the control of THE SUPPLIER, it will provide reasonable notice of the increase. The price excludes delivery costs. If delivery is required by the Customer, an additional fee will be quoted by THE SUPPLIER.

#### 5. ORDERS

5.1 Orders placed by the Customer for THE SUPPLIER's goods or services, shall be made in writing, alternatively they may be placed telephonically and confirmed in writing, to the nominated *domicilium* and/or email address of THE SUPPLIER.

5.2 Orders shall constitute offers to obtain THE SUPPLIER's services at THE SUPPLIER's prevailing fee and/or to purchase the goods in question at the prevailing prices of THE SUPPLIER and shall be capable of acceptance by THE SUPPLIER through the delivery of goods and/or provision of the services or by the written acceptance or confirmation of the order.

5.3 THE SUPPLIER shall not accept orders that are not written or that are not confirmed in writing following a telephonic conversation, unless agreed otherwise between the parties from time to time.

5.4 In the event that THE SUPPLIER makes delivery of the goods to the Customer in installments, each installment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any such installment shall not affect the balance of the contract or entitle the Customer to cancel the contract. Each order which the Customer places with THE SUPPLIER and which order is accepted by THE SUPPLIER is an independent

5.5 When goods are delivered in accordance with 5.4 above, payments relating to separate deliveries shall be paid as agreed between the SUPPLIER and the Customer, either on a Cash on Delivery basis (COD) or (30) thirty days (if the credit application of the Customer is approved) from the date of statement/invoice as reflected on the signed agreement between the SUPPLIER and Customer or the invoice, and payment by the Customer shall not be postponed until such times as all the goods ordered have been delivered.

5.6 Unless otherwise agreed between the parties and the carrier, on the specifics of delivery, the INCOTERMS which will apply, THE SUPPLIER at its own election and with agreement from the Customer or at the Customer's request agree to engage a carrier to transport goods to the Customer, such carrier shall be the Customer's agent and THE SUPPLIER shall engage the carrier on fair, just, and reasonable terms and conditions. The Customer indemnifies THE SUPPLIER against all and any demands and/or claims and/or liability which may arise or be made against THE SUPPLIER by the aforesaid carrier or which may be claimed by the Customer out of the transportation of the goods by the aforesaid carrier.

5.7 Should a carrier be engaged in terms of 5.6, the Customer will be liable for payment of all fees, charges, expenses and the like due to the said carrier in respect of the transport of the goods to the Customer as set forth in 5.6.

5.8 If the Customer fails to take delivery of the goods ordered due to a direct/indirect act/omission by the Customer, its employees or agents, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay THE SUPPLIER the reasonable costs of storing, insuring and the handling of goods, until delivery takes place.

5.9. The Customer will not be entitled to cancel the ordered goods and/or services, without THE SUPPLIER'S written consent. Should a cancellation of an order occur, the SUPPLIER are entitled to charge a reasonable fee for cancellation of the order, which cancellation fee is payable on demand by THE SUPPLIER.

5.10 THE SUPPLIER may provide information or give advice regarding the goods and/or services. To the extent allowed by law, the supplier DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS OR SUITABILITY OF THE INFORMATION FOR ANY PURPOSE. The Customer must obtain independent advice from a person suitably qualified to confirm the accuracy of the information.

#### 6. PAYMENT

6.1 Payment in full is to be made as agreed between the SUPPLIER and the Customer, either on a Cash on Delivery basis (COD) or 30 days (if the credit application of the Customer is approved) from date of THE SUPPLIER's statement, unless specifically otherwise stated on an official THE SUPPLIER tax invoice.

6.2 In all cases where the Customer uses a postal banking, electronic or similar service to effect payment, such services shall be deemed to be agent of the Customer.

6.3.1 Should any amount not be paid by the Customer on the due date, then the whole amount in respect of all purchases by the Customer shall immediately become due, owing and payable irrespective of the dates when the goods were purchased and the Customer shall be liable to pay interest in respect of the amounts unpaid as at the due date at the compound rate of 2% above the prime rate, per annum (as defined in 6.3.2).

6.3.2 The term "prime rate" shall mean the prime overdraft lending rate charged by THE SUPPLIER's bank as certified, in the event of a dispute, by any manager of such bank whose appointment and authority it shall not be necessary to prove and whose decision shall be final and binding.

6.3.3 In the event that any agreement between the Customer and THE SUPPLIER is governed by the National Credit Act ("NCA"), then the interest payable by the Customer shall be the interest rate provided for in the NCA.

6.4 The Customer shall not be entitled to claim set off or deduction in respect of any payment due by the Customer to THE SUPPLIER for goods or services supplied. Further, the Customer shall not be entitled to withhold any payment due and payable on account of the Customer having requested a credit/ credit note.

6.5 THE SUPPLIER may allocate all payments made by the Customer at the discretion of THE SUPPLIER.

#### 7. CREDIT FACILITIES

7.1 The Customer may request a Credit Application for completion. The Customer understands that THE SUPPLIER'S decision to grant credit facilities to the Customer is at the sole discretion of THE SUPPLIER. The existence of this account may be recorded with a credit agency and/or credit bureaus.

7.2 THE SUPPLIER reserves the right to withdraw any credit facilities at any time without prior notice, and the nature and extent of such facilities shall at all times be in THE SUPPLIER'S sole discretion. In addition, THE SUPPLIER may request that the Customer provide adequate security in respect of any credit facility.

7.3 The Customer understand, once its Credit Application is approved, the SUPPLIER may carry out credit checks with any credit agency and/or credit bureaus. These credit agencies and/or credit bureaus will retain a record of the search.



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7.4 Details of how the account is conducted or in the event the Customer defaults on any payment, the relevant details will be recorded with the credit agencies and/or credit bureaus at the specified times and in the specified formats. This information will be used by other lenders assessing any application.

#### 8. OWNERSHIP & RISK

8.1 Notwithstanding that all risk in and to all goods sold by THE SUPPLIER shall pass on delivery (as set forth in Article 9) and irrespective of whether THE SUPPLIER may not be the distributor of the goods, ownership of all goods sold and delivered shall remain vested in THE SUPPLIER until the purchase price has been paid in full. In the event of a breach of these terms and conditions by the Customer, or if the Customer is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within (7) seven days of the date of judgment or changes the structure of its ownership, THE SUPPLIER shall be entitled to repossess the goods without prejudice to any further rights vested in THE SUPPLIER.

8.2 The Customer shall have no claim against THE SUPPLIER for damages caused due to loss of profits or otherwise occasioned by the removal of goods from the Customer's premises as aforesaid.

8.3 Goods in possession of the Customer bearing THE SUPPLIER's name, trademarks and labels, shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by THE SUPPLIER as set forth in paragraph 8.1.

8.4 The Customer shall fully insure the goods purchased from THE SUPPLIER against loss or damage, until the purchase price has been paid in full by the Customer. Pending payment to THE SUPPLIER for goods purchased, all benefits in terms of the insurance relating to such goods are ceded to THE SUPPLIER.

8.5 THE SUPPLIER shall be entitled to identify its goods merely by way of packaging and for other distinguishing features. THE SUPPLIER shall not be obliged to identify the goods by way of serial numbers or any other form of intricate identification.

8.6 In the event of Customer processing the goods before payment is made in full, THE SUPPLIER shall be considered a manufacturer and shall directly acquire sole title to the newly produced product. If the processing involves other materials, THE SUPPLIER shall acquire joint title to the newly produced product in the proportion to the value of the goods, as invoiced.

8.7 Before payment is made in full and upon request by THE SUPPLIER, the Customer shall provide all necessary information regarding the inventory of the goods. Furthermore, upon request by THE SUPPLIER, the Customer shall identify on the packaging THE SUPPLIER's title of ownership of the goods and shall notify its customers of assignment of its claims to THE SUPPLIER.

#### 9. DELIVERY

9.1 Delivery shall be affected as specifically agreed between the parties in writing. The SUPPLIER may deliver the goods themselves, for which a delivery fee shall be charged. The SUPPLIER may also engage the services of a carrier in which case the terms of clause 5.6 and 5.7.

9.2 THE SUPPLIER shall have the right to defer delivery under this Agreement or any other supply agreement entered into with the Customer if and for as long as the Customer fails to pay any invoice under one or more of the supply agreements entered into with THE SUPPLIER when due.

#### 10. DAMAGE IN TRANSIT

10.1 Notice of claims arising out of damage in transit must be lodged by Customer directly with the carrier, in the event of a carrier being appointed as envisaged in clause 5.6, within the notification period specified in the contract of carriage and THE SUPPLIER shall be provided with a copy of the notice.

10.2 In the event of claims arising out of damage in transit the Customer undertakes to inspect goods upon delivery for any damage or defect which may have occurred in transit and to inform the driver immediately during the offloading process of the extent and nature of the damage in transit.

#### 11. BUYER'S COMPLIANCE WITH LEGAL REQUIREMENTS

The Customer shall comply with all laws and regulations regarding import, transport, storage and use of the goods in the event of a carrier being used or the Customer arranging its own transport.

#### 12. LIABILITY

12.1 THE SUPPLIER shall not be liable to the Customer in any manner in the event of impossibility or delay of THE SUPPLIER supply due to circumstances entirely beyond the control of THE SUPPLIER, including but not limited to those described below, and where THE SUPPLIER informed the Customer as soon as it became aware of impossibility or delay in the supply.

12.2 THE SUPPLIER shall not be liable to the Customer for goods delivered in good order and thereafter damaged in the possession of the Customer due to improper care or storage, use or application, contrary to any instructions and/or warnings provided or available for the goods, or any other direct or indirect act or omission by the Customer, its employees or agents resulting in the goods being damaged or causing harm to any person or damage to any property. The SUPPLIER may, from time to time and entirely in its own discretion, replace such goods as are referred to in this clause.

12.3 THE SUPPLIER shall not be liable for any harm caused by the goods to a third party if the harm caused to the third party is due to the Customer, its employees or agents providing inadequate instructions or warnings in respect of the goods to the third party.

#### 13. SECURITY

If there are reasonable doubts as to Customer's ability to pay, or if the Customer is in default of its payment obligations, THE SUPPLIER may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security by the Customer.

#### 14. NEGOTIABLE INSTRUMENTS

Acceptance of any negotiable instrument by THE SUPPLIER shall not be deemed to be a waiver of THE SUPPLIER's rights under this agreement. In relation to a cheque furnished by the Customer, it waives its right to insist on notice of dishonor or protests being given to it in the event that the cheque is dishonored.

#### 15. CUSTOMER'S RIGHTS REGARDING ALLEGEDLY DEFECTIVE GOODS

15.1 The Customer must notify THE SUPPLIER in writing of any:

15.1.1 unsuitable goods, other than as envisaged in clause 15.3 below, within (7) seven days of delivery of the goods; or

15.1.2 allegations of defective goods, other than as envisaged in clause 15.3 below, within (1) one month, or as the manufacture warrantee stipulates, of delivery of the goods or prior to the expiry of any durability dating provided thereon, whichever is earlier.

15.2 If the goods are defective and the Customer has duly notified THE SUPPLIER in writing in accordance with 15.1 above, then THE SUPPLIER has the right to, entirely within its discretion, either remedy the defective goods and supply the Customer with replacement goods, without accepting any liability arising out of such defective good.

15.3 The Customer undertakes to inspect goods upon delivery to ensure that the goods so delivered have not expired or are not past their expiry/ best-by date. Any claims as a result of the delivery of goods which have already expired or are already past their expiry/ best-by date must be lodged within 1 ("one") day of the delivery date failing which no claim for refund, credit, replacement or other compensation whatsoever will be entertained.



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## 16. RETURNED GOODS

The goods sold by THE SUPPLIER are only returnable, at THE SUPPLIER's sole discretion or where the incorrect goods have been supplied, the goods are unsuitable for a purpose stated by the Customer in writing to THE SUPPLIER and confirmed in writing by THE SUPPLIER to the Customer, substantially as intended in terms of Section 20 of the Consumer Protection Act, or in terms of Clause 15 above, and in such an instance the following shall apply:

16.1 Unless alleged to be unsuitable or defective at time of delivery as contemplated in Clause 15 above, all goods returned must be complete, clean, sealed, undamaged and in their original packaging.

16.2 The value of credit or refund for any returned goods will be calculated as per original invoice.

## 17. BREACH

Should the Customer fail to make any payment of any amount due on due date, or breach any of the other terms and conditions contained herein (all of which are deemed material) or commit any act of insolvency, or allow a judgment to be entered against it, or be provisionally or finally liquidated or sequestrated, or in the opinion of THE SUPPLIER has a cash flow problem or other financial or commercial difficulty which may in any way whatsoever negatively impact upon the ability of the Customer to comply with any of its current or future obligations in terms of this or any other contract of the Customer with THE SUPPLIER, then THE SUPPLIER without prejudice to and in addition to its other legal remedies shall be entitled to cancel this contract or any unfulfilled part thereof; or to claim payment of the full price or the balance thereof as the case may be, and failing such payment, THE SUPPLIER is specifically authorised to repossess all unpaid for goods in the possession of the Customer.

## 18. LEGAL PROCEEDINGS

18.1 Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of the Republic of South Africa.

18.2 The Customer hereby submits to the jurisdiction of Magistrates Court, notwithstanding that the amount of THE SUPPLIER's claim may exceed the jurisdiction of the Magistrates Court.

18.3 A certificate issued and signed by any director, member or manager of THE SUPPLIER, whose authority need not be proved, in respect of any indebtedness of the Customer to THE SUPPLIER or in respect of any other fact, including the fact that such goods were sold and delivered, shall be *prima facie* evidence of the Customer's indebtedness to THE SUPPLIER and *prima facie* evidence of such other fact as contained therein and *prima facie* evidence of the delivery of the goods.

18.4 The Customer's physical address as registered at CIPC, shall be recognised as the Customer's address for receipt of notices and execution of legal documents for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature. In the event of a natural person, the quotation and/or shipping address will be used for receipt of notices and execution of legal documents for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.

18.5 All legal costs, including attorney/ client costs, tracing agent's fees and collection charges which may be incurred in taking any steps pursuant to any breach by the Customer or enforcement of these terms and conditions, shall be for the account of the Customer.

## 19. ALTERNATIVE DISPUTE RESOLUTION

19.1 Where a statutory or accredited ombud or commissioner has jurisdiction in terms of the Consumer Protection Act, all disputes against the SUPPLIER shall fall under the jurisdiction of said ombud or commissioner shall be referred to the ombud or commissioner for a recommendation.

19.2 Where there is no ombud or commissioner as contemplated in 19.1, and the dispute is one under the Consumer Protection Act, an Alternative Dispute Resolution Agent referred to therein shall be appointed to mediate the dispute or, by agreement between the Customer and THE SUPPLIER, the dispute will be referred to Arbitration as contemplated in 19.3 to 19.6 below.

19.3 THE SUPPLIER and the Customer may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both THE SUPPLIER and the Customer and shall only be subject to Review by the High Court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.

19.4 When THE SUPPLIER and the Customer have agreed to refer the matter to arbitration in terms of 19.3 above, in the interests of a speedy and cost effective resolution of the dispute, a short form or expedited form of arbitration shall be adopted and the rules of the arbitration shall not require that any party prepare and file any documents in a form identical to or similar to that of Court pleadings and Heads of Argument. This informality shall not detract from the onus to commence and the burden of proof which shall follow the High Court practice in this respect.

19.5 The arbitrator must be a person agreed upon by the parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years practical experience as an attorney in private practice or as an advocate of the High Court

19.6 Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the Arbitration Foundation of South Africa (AFSA), who shall then finally resolve the dispute in accordance with the rules of AFSA.

## 21. CESSION OF BOOK DEBTS

21.1 The Customer does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of THE SUPPLIER 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 now and at any time hereafter have against all and any persons, companies, firms, partnerships, associations, syndicates and other legal persons whomsoever the Customers' debtors without exception as a continuing covering security for the payment due or at any time hereafter be or become owing by the Customer to THE SUPPLIER.

21.2 Should it transpire that the Customer at any time has entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession then this cession shall operate as a cession of all the Customer's reversionary rights. Notwithstanding the terms of the foregoing cession, the Customer shall be entitled to institute action against any of its debtor provided that all sums of money which the Customer collects from its debtors shall be collected on THE SUPPLIER's behalf, and provided further that THE SUPPLIER shall at any time be entitled to terminate the Customer's right to collect such monies/debt.

21.3 The Customer shall be obligated to deliver all relevant information in documentation form or otherwise to THE SUPPLIER upon demand to enable THE SUPPLIER to claim monies owed to the Customer from third parties.

## 22. GENERAL

22.1 This Agreement, together with any other company documents and policies represent the entire agreement between THE SUPPLIER and the Customer and shall govern all future contractual relationships between THE SUPPLIER and the Customer and shall also be applicable to all debts which the Customer may owe to THE SUPPLIER prior to the Customer's signature hereto.



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22.2 The Customer acknowledges that it is aware that THE SUPPLIER'S dealers and sales persons have no authority to vary these terms and conditions of sale, and THE SUPPLIER assumes no liability and shall not be bound by any statements, warranties or representations made by such dealers and or sales persons, save as expressly stated in writing and signed by a manager or a director of THE SUPPLIER duly authorised thereto whose names are available on request.

22.3 The Customer acknowledges and warrants that the person signing these standard terms and conditions of sale has authority to bind the company and is duly authorised to do so. Further the Customer acknowledges and warrants that the person who signs the invoice has the authority to receive the goods and to bind the company / Customer.

**22.4 The SUPPLIER is entitled, and reserves its right to amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, in its sole discretion and as it deems fit. It is the expressed liability of the Customer to familiarise itself with the updated terms and conditions, from time to time, if the Customer opts to conduct business with the SUPPLIER.**

22.5 The Customer acknowledges that no warranties, representations or guarantees have been made by THE SUPPLIER or on behalf of THE SUPPLIER which may have induced the Customer to enter into this agreement.

22.6 No relaxation or indulgence which THE SUPPLIER may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of THE SUPPLIER'S right in term of this agreement.

22.7 The Customer shall not cede its rights nor assign its obligation in terms hereof without THE SUPPLIER'S prior written consent thereto.

22.8 THE SUPPLIER shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities including all terms and conditions to any third party with prior notice to the Customer.

22.9 The Customer undertakes to notify THE SUPPLIER in writing within a period of (7) seven days of any change of address, change in ownership, name change or any changes in information as set out in this agreement and shall likewise inform the Customer of any such changes affecting THE SUPPLIER.

22.10 The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting this agreement.

22.11 Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then the term shall be severable and shall not affect the validity of the other terms.

22.12 Provided that they do not conflict with any of the terms and conditions contained herein, such as general practices, terms and conditions applicable to the industry in which THE SUPPLIER conducts business shall be applicable to all dealings between THE SUPPLIER and the Customer.

### 23. FORCE MAJEURE

To the extent any incident or circumstance beyond THE SUPPLIER'S control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government), reduces the availability of goods from the plant from which THE SUPPLIER receives the goods such that THE SUPPLIER cannot fulfill its obligations under this agreement, and THE SUPPLIER has informed the Customer accordingly and without delay, THE SUPPLIER shall:

- (i) be relieved from its obligations under this agreement to the extent that THE SUPPLIER is prevented from performing such obligations and;
- (ii) Have no obligation to procure goods from other sources;

(iii) If the aforementioned occurrences last for a period of more than three (3) (months, THE SUPPLIER is entitled to withdraw from the agreement without the Customer having any right to compensation.

### 24. DISCLOSURE OF PERSONAL INFORMATION

24.1 The Customer understands that the personal information given in the credit application form is to be used by THE SUPPLIER for the purpose of assessing the Customer's credit worthiness. The Customer confirms that the information given is accurate and complete. The Customer further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given. When failure to do so occurs, THE SUPPLIER will not be liable as a result of any inaccuracies or lack of completeness of information.

24.2 THE SUPPLIER has the Customer's consent at all times to contact and request information from any persons, credit bureaus or business, including those mentioned in the credit application form and to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amounts purchased from the suppliers per month, length of time the Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment.

24.3 The Customer agrees and understands that information given in confidence to THE SUPPLIER by a third party on the Customer will not be disclosed to the Customer.

24.4 The Customer hereby consents to and authorises THE SUPPLIER at all times to furnish credit information concerning the Customer's dealings with THE SUPPLIER to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with THE SUPPLIER.

### 25. NATIONAL CREDIT ACT

In the event that the National Credit Act ("the NCA") applies to any transaction between THE SUPPLIER and a Customer, then-

25.1 If any provision of these terms and conditions are in conflict with the NCA, such conflicting terms and conditions shall not apply;

25.2 THE SUPPLIER and the Customer shall conclude an agreement in compliance with the NCA and THE SUPPLIER shall not be obliged to deliver any goods or provide any services until such agreement is signed;

25.3 The costs and charges which THE SUPPLIER is entitled to recover from the Customer shall be the maximum allowed by the NCA and THE SUPPLIER shall be obliged to comply with the NCA before instituting any legal proceedings against the Customer.

### 26. NOTICES

26.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee as stipulated in 26.2 and 26.3 below.

26.2 Any notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved).

26.3 Any notice to a party delivered by hand, or electronic mail sent to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi or email address shall be deemed to have been received on the day of delivery.

### 27. COMPLIANCE

In performing its obligations under this Agreement the Customer undertakes to comply with all applicable laws and regulations (in particular, but not limited to, relating to antitrust and anti-corruption).



Members: G.D. Forster, A.F. Nel  
Seta Accreditation number: 2290  
B-BBEE Level 3 contributor (110%) and Value adding supplier (125%)

