

Standard Conditions

1. Any price lists exhibited, circularised, or issued by Maxtec Ltd. (the seller) are for information only and are subjected to change or variation without notice and do not constitute offers of sale at the prices listed.
2. All payments of any amount due are strictly on a C.O.D. basis or such later date as may be accepted by the seller in writing.
3. If the purchaser fails to make payment of any amount due, on the due date, then the purchaser acknowledges that the seller will be entitled to charge interest on all overdue amounts at a rate of 2% per month, compounded, provided that the seller shall be entitled in its sole and absolute discretion, to vary the rate of interest without notice to the purchaser.
4. Payment may not be withheld by purchaser pending settlement of any claims or dispute under these conditions of sale.
5. The seller shall, in its sole discretion at any time without prior notice to the purchaser, be entitled to reduce the credit limit initially imposed on the facilities extended to the purchaser.
6. The purchaser hereby agrees that a certificate signed by a director of the seller reflecting the balance then owing on account, shall be prima facie evidence of the amount owing for purposes of any action by the seller for payment of such balance and will constitute an acknowledgement of the debt by the purchaser in favour of the seller for the sum reflected in such certificate entitling the seller to claim provisional sentence or to obtain summary judgment against the purchaser, as if the document were a liquid document signed by the purchaser.
7. Should any payment due by the purchaser to the seller not be made on due date or should the purchaser be placed in compulsory or voluntary liquidation, compulsory or voluntary judicial management or attempt to effect a compromise with one or more of its creditors or commit any act of insolvency, the full balance owing to the seller by the purchaser as at the date thereof, from whatsoever cause arising, shall immediately become due and payable without notice by the purchaser. The seller in its sole discretion shall furthermore have the right to cancel any contract between the seller and the purchaser and have the right to refuse to deliver any goods to the purchaser, in which event the purchaser shall have no claims against the seller arising out of such cancellation or the refusal of the seller to deliver any further goods to the purchaser.
8. Any promissory note and/or negotiable instruments and/or any other bill of exchange shall be deemed to have been accepted by the seller without prejudice to the seller's rights against the purchaser in respect of the original cause of debt, and the purchaser hereby waives the requirements of presentment, notice of dishonour and protest, in respect of any promissory note, negotiable instruments or other bills of exchange in terms of which it is liable as drawer, endorser, surety, coprincipal debtor, or aval and in respect of which the seller shall become the holder.
9. Delivery dates are approximate, and whilst the seller will make every effort to adhere to the date/s (if any) stated in the Order Confirmation, to ensure that the goods are delivered timeously, in no case shall time be of the essence to the contract unless specifically agreed to by the seller in writing, and the purchaser shall have no claim of whatsoever nature arising out of any delay in delivery.
10. The seller does not hold itself liable for any delays caused by breakdown of machinery, strikes, civil commotion, labour disputes, political riot, accidents, orders or regulations by any government or other authority, acts of God, casus fortuitis or any other cause whatever beyond its control.
11. The purchaser shall be obligated to accept delivery of the goods when delivery is made by the seller to the purchaser at the address given on the face hereof or when goods are collected from the seller. Should the purchaser fail to take delivery or should the purchaser purport to withdraw his offer to purchase, then the seller shall be entitled as its option- 11.1 to demand the return of the goods and retain any monies paid by the purchaser as *rouwkoop*, alternatively, to claim damages; 11.2 to claim immediate payment of the full purchase price, or the balance thereof, as the case may be, against tender of the goods.
12. The seller must be notified within three days of receipt by the purchaser of the goods of any complaint in respect of damaged goods and/or specification of material supplied and should the purchaser fail to notify the seller within the said three day period, the failure to do so will invalidate any further or subsequent claims.
13. The seller undertakes to make every effort to ensure that the goods supplied will conform to specifications and/or to any requirements specifically accepted by it in writing in regard to any particular order, but gives no warranty express or implied in regard to material, workmanship or fitness of goods for any particular purpose.
14. In the event of goods not providing to be in accordance with the specifications or requirements referred to above as determined by the seller, the seller shall not be responsible for any damages whatsoever whether direct or consequential occasioned by such deviation from specifications.
15. Notwithstanding anything to the contrary contained herein, it is incumbent on the purchaser, when returning any goods, to ensure that such goods are handled in an appropriate manner and that sensitive equipment is handled in such a way as not to occasion any damage to such equipment. Should damage be done to goods as a result of mishandling, which shall be decided at the sole and absolute discretion of the seller, the seller shall incur no liability in respect of such damage.
16. The seller shall not be obliged to accept any goods returned by the purchaser for credit unless the purchaser has complied with the provisions of clause 13. Notwithstanding the foregoing, the seller may in its sole discretion accept goods returned by the purchaser for credit provided that in the event that the seller in its discretion agrees to pass credit to the purchaser, in respect of goods returned by the purchaser, then and in such event the purchaser agrees that the seller shall be entitled to handling charge in an amount equivalent to 10% of the selling price of the goods returned.
17. Should the seller in its sole discretion be of the opinion that any goods returned were originally supplied to it defective, it shall at its sole discretion have the option of ceding any action it may have against the manufacturer or supplier to the purchaser and the purchaser shall have the opportunity at its own discretion to pursue such action against the manufacturer or supplier.

FULL NAME & SIGNATURE

DATE

Standard Conditions (cont.)

18. The purchaser hereby agrees and consents that the seller shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with these conditions of sale in any Magistrates' Court having jurisdiction in terms of Section 28 of the Magistrates' Court Act, 1944 (Act no 32 of 1944), as amended, notwithstanding that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrates' Court in respect of the causes of action. It is agreed however that the seller shall have the right, at its discretion, to institute any legal proceedings against the purchaser in the Supreme Court of the Republic of South Africa.
19. In the event that the seller is obliged to institute action against the purchaser for payment of any amounts due arising out of any agreement between the seller and the purchaser, the purchaser acknowledges that it shall be obliged to pay all costs arising out of the institution of action, including costs of the seller as on the scale as between attorney and client, and including collection commissions.
20. The purchaser selects as its domicilium citandi et executandi, the address reflected on the application to open an account completed by the purchaser, or in the event that no application to open an account has been completed, the address for delivery reflected on the invoice addressed by the seller to the purchaser, where all notices, process and documents in connection with or arising out of the conditions of sale may validly be served.
21. Ownership of the goods shall remain vested in the seller until such time as the goods have been paid for in full. Until the goods have been paid for in full, the seller shall be entitled, at any time and without prior notice to the purchaser, to repossess the goods from the purchaser. Notwithstanding the foregoing, the risk in the goods shall pass to the purchaser on delivery of the goods to the purchaser or its duly authorised agent.
22. In event of any written order for goods is placed by any party acting in a representative capacity then such party hereby warrants that he is duly authorised to place and/or sign such order and in the event that such party is not authorised, such party hereby expressly acknowledges that he shall be personally liable to the seller in respect of all and any amounts that may become due and payable to the seller arising out of these conditions of sale.
23. The purchaser acknowledges and agrees that any representations, statements or warranties made by the seller or any person acting or purporting to act on its behalf and not specifically included herein, are of no force and effect.
24. No relaxation or indulgence which the seller may have granted to the purchaser shall in any way prejudice the seller's rights and shall not preclude the seller from exercising all or any of its rights hereunder.
25. The conditions of sale, the purchaser's order which the seller has accepted and undertaken to fulfill as read with any credit application which may have been completed by the purchaser, represent the entire agreement between the parties, and no alteration or variation hereof shall be of any force or effect unless reduced to writing and signed by the parties, save in such circumstances where it is expressly stated herein that the seller shall be entitled without notice to the purchaser to vary any of the provisions of these conditions of sale.

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alterations and/or strikethrough text will void this application

