

# NARROWTEX (PTY) LTD

("the Company")

## TERMS AND CONDITIONS OF SALE

("conditions of sale")

1. 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.
2. In these conditions of sale:
  - (a) "CPA" means the Consumer Protection Act 68 of 2008 including, without limitation thereto, all amendments thereto in force from time to time;
  - (b) "customer" means the purchaser of services and/or goods from the Company;
  - (c) "month" means a named month of the Gregorian Calendar (e.g. April);
  - (d) "special-order goods" means goods that the Company expressly or implicitly was required or expected to procure, create or alter specifically to satisfy the customer's requirements; and
  - (e) "excluded transactions" means any accepted orders to which the CPA does not apply by virtue of section 5 of the CPA or anything done in terms of section 5 of the CPA.
3. 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 goods shall be paid, without deduction, on or before the last day of the second month following that in which the customer was first invoiced for the supply of such services and/or goods.
4. Unless otherwise specifically agreed to by the Company in writing, an early settlement discount of 1.5% is available for payment of an invoiced amount that is made in full within 30 days after the end of the month in which the customer is first invoiced for the supply of the relevant services and/or goods. The Company may suspend the grant of, or amend the rate of, or terminate the grant of, any settlement discount by written notice to the customer from time to time but no such notice shall apply in relation to orders placed and accepted before such notice has been given.
5. Interest will be payable by the customer at the maximum permissible rate allowed by law on accounts not settled within the agreed terms of credit set out in paragraph 3 above or otherwise agreed to by the company in writing.
6. No excluded transaction may be cancelled except with the Company's written consent. Where the CPA applies:
  - (a) orders for special-order goods that have been accepted by the Company may not be cancelled except with the Company's written consent; and
  - (b) the cancellation of any other order after it has been accepted by the Company must be in writing and will be subject to a cancellation charge calculated by the Company and payable on demand, and no settlement discount will apply to the cancellation charge.
7. Delivery dates for all transactions are quoted on an ex-works basis and are estimates only.
8. Accordingly estimated delivery dates are not binding on the Company unless the Company expressly agrees in writing that a particular delivery date is or a series of particular delivery dates are binding upon it in relation to a particular supply or supply transaction or a particular series of supplies or supply transactions. Failure by the Company to adhere rigidly to any delivery date estimate does not give rise to any obligations on the part of the Company, nor does it entitle the customer to cancel the transaction or to withhold or delay payments becoming due to the Company. Should it become apparent that an estimated delivery date cannot be achieved the Company will take reasonable steps to inform the customer accordingly as soon as it is practicable to do so in the circumstances and will give the customer sufficient notice of the anticipated delivery date.
9. Although the estimated delivery dates are given in good faith and are not binding, the Company will take reasonable precautions to avoid or reduce delays, the Company will not be responsible for loss resulting from delays in delivery occasioned by strikes, lock-outs, delays of carriers, electrical power outages, or other causes reasonably beyond the Company's control, and no order may be cancelled by the customer for such reasons.
10. Goods will be regarded to have been received by the customer or its agent against signature of the Company's delivery note, or of the Company's freight agent's waybill or the carrier's waybill if the goods are delivered using a freight agent or carrier other than the South African Transport Services, or upon the issue to the Company of proof of posting if the goods are posted to the customer, or upon the issue of documentary proof of delivery to the South African Transport Services if the goods are railed to the customer.
11. Ownership in the goods sold remains vested in the Company until the purchase price shall have been paid in full except where and to the extent that –
  - (a) for reasons of public health or otherwise, a public regulation prohibits the return of those goods to their supplier once they have been supplied to, or at the direction of, a customer; or
  - (b) after having been supplied to, or at the direction of, the customer, the goods have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property; or

- (c) the goods have been supplied in terms of a transaction that is not an excluded transaction, and those goods are or are deemed to be unsolicited goods and are lawfully retained by the customer.
12. The Company has the right to inform the owner of the premises in which any goods are stored of the Company's retention of ownership of goods for which payment has not been made.
13. Risk in the goods shall pass to the customer when they are received or regarded as having been received by the customer or the customer's agent in terms of paragraph 10.
14. Where goods or services are supplied in terms of an excluded transaction:
- (a) no representations or warranties as to quality or freedom from latent defect or fitness for any particular purpose or otherwise shall be binding upon the Company unless made by the Company in writing;
  - (b) 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 the conditions of sale contained herein and no terms or conditions contained in any order or other document issued by the customer shall be binding on the Company, nor shall any variation of these conditions of sale shall be binding upon the Company unless reduced to writing and signed by a director of the Company;
  - (c) the Company shall not be liable, whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defect or from any work done in connection therewith;
  - (d) in no circumstance shall the Company be liable for consequential damages;
  - (e) no relaxation or indulgence which the Company may grant to the customer shall constitute a waiver of the Company's right to enforce strict compliance with these conditions of sale and the other terms, if any, applicable to any transaction between the Company and the customer;
  - (f) if any dispute arises between the Company and the customer out of these conditions of sale the Company shall, at its option, be entitled, but not obliged, to institute proceedings in any magistrates court which otherwise has jurisdiction notwithstanding that the amount in issue may exceed the limits of such jurisdiction and in those circumstances the customer hereby consents to such jurisdiction;
  - (g) claims for damaged or defective goods or services will only be considered if made in writing and sent by prepaid registered post to the Company within 7 days after receipt of the goods or services and if such notice is not given timeously the customer will be deemed to have received and accepted the goods and/or services in good order and in full compliance with the order/s placed for them and any variations thereto that have been agreed to in writing by the Company;
  - (h) amounts payable to the Company may not be set off against or withheld on account of any such claims unless they have been admitted by the Company in writing; and
  - (i) the customer shall pay any legal and other costs incurred by the Company as a result of any breach by the customer 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 action is instituted, and such costs shall include any commission which the Company is required to pay to its attorneys as a result of any action taken by them.
15. Where services are supplied in terms of a transaction other than an excluded transaction the customer is afforded 10 business days after completion of the services to determine whether they have been properly performed in terms of the transaction. If the Company fails to perform the services to the standards to which the customer is entitled having regard to the circumstances of the supply and any specific criteria or conditions agreed upon before or during the performance of the services, then the Company will remedy, where practical, any defect in the services at the Company's expense or refund the customer a reasonable proportion of the price paid having regard to the extent of the failure, or if no payment has been made, reduce the price by such reasonable proportion.
16. Where goods are supplied in terms of a transaction other than an excluded transaction and the customer does not inspect the goods and accept delivery of them at the Company's business premises the customer will be -
- (a) regarded as having accepted delivery of the goods received by the customer or its agent on the earliest of the following circumstances:
    - (i) when the customer communicates to the Company expressly or by implication that the customer has accepted delivery of such goods; or
    - (ii) when the goods have been received by the customer and –
      - the customer does anything in relation to the goods that would be inconsistent with the Company's ownership of them; or
      - after the lapse of a reasonable time, the customer retains the goods without intimating to the Company that the customer has rejected delivery of them; and
  - (b) the customer will be afforded a reasonable time of 10 business days after receipt of the goods, or such longer period as may be reasonable in unusual circumstances and agreed to in writing by the Company at the request of the customer before the customer receives the goods, to advise the Company in writing that the customer rejects the goods, failing which the customer shall be regarded as having accepted delivery of the goods.
17. The provisions of paragraphs 15 and 16 do not limit any other right the customer may have in terms of the CPA in relation to a transaction that is not an excluded transaction.
18. The customer shall forthwith notify the Company in writing of any changes in the information set out in the customer's application for credit terms or facilities.

19. Credit terms or facilities in relation to each individual transaction for the supply of goods and/or services are granted by the Company to the customer in the discretion of the Company and accordingly the Company is entitled to refuse to accept orders from the customer where the customer places the order on the basis that it wishes to avail itself of the credit terms or facilities which the Company is for any reason unwilling to extent to the customer either in respect of the order or generally.
20. Such credit terms or facilities are subject further to the following conditions:
  - (a) if personal guarantees or other security is not provided by the directors, shareholders or partners, as the case may be, of the customer if and when requested by the Company at any time in relation to future transactions, or
  - (b) if the customer fails to make any payment due to the Company on the due date for payment thereof,

the Company has the right to withdraw or suspend the grant of credit facilities to the customer and to refuse to re-instate them or to attach further conditions to any reinstatement of them and also has the right to suspend deliveries pending payment and/or to cancel any undelivered portion of any order if acceptable arrangements are not made for payment of amounts owing by the customer that are overdue.
21. Where a customer wishes to enter into a transaction, other than an excluded transaction, with the Company for the supply of any goods and/or services, if the customer wishes to rely, in relation to the supply of those goods and/or services, on any representations, conditions or warranties in addition to those applicable in terms of the CPA, then the Company will only be bound by them if they are agreed in writing between the Company and the customer before or at the time of conclusion of the transaction in relation to such goods and/or services are to be supplied. Any other representation, condition or warranty as to quality or freedom from defect of the goods or services supplied or their fitness for any particular purpose is hereby excluded, but only to the extent that its exclusion is not prohibited by the CPA or any other public regulation.
22. Where the Company enters in a transaction that is not an excluded transaction for the supply of goods and/or services the Company, subject to any contrary provision of the CPA, shall only be liable for consequential losses or damages in relation to the supply of such goods and/or services which arise out of the gross negligence, recklessness or deliberate unlawful conduct of the Company or of any person acting for or controlled by the Company.
23. No relaxation or indulgence which the Company may allow the customer in relation to a specific past incident or specific incidents of non-compliance with or breach by the customer of these terms and conditions and/or those of any transaction to which these conditions of sale apply shall constitute a waiver of the Company's right to enforce strict future compliance with all of these terms and conditions and those of any such transaction and any further transaction between the Company and the customer.
24. In any dispute between the Company and the customer arising out of these conditions of sale with respect to an a transaction other than an excluded transaction the Company shall, at its option, be entitled, but not obliged, to institute proceedings in any magistrates court which otherwise has jurisdiction notwithstanding that the amount in issue may exceed the limits of such jurisdiction. In those circumstances the customer hereby consents to such jurisdiction but does not thereby waive any right to rely on any of the dispute resolution or referral provisions of the CPA.
25. 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 the conditions of sale contained herein. No terms or conditions contained in any order or other document issued by the customer that are at variance with the conditions of sale contained herein shall be valid and these conditions of sale shall not be capable of variation except by express written agreement signed by or on behalf of the customer and on behalf of the Company by any one of its directors.
26. The customer chooses the customer's address stated on the face of this Application for Credit Facilities as the address to which or at which all correspondence, notices and legal process may be sent or delivered to the customer, and the Company chooses the Company's address stated on the face of this Application for Credit Facilities as the address to which or at which all correspondence, notices and legal process may be sent or delivered to the Company.
27. The Company is entitled to make whatever enquiries necessary in assessing the credit application. If credit is approved, the Company is further entitled to register details about the conduct of your account at the credit bureaus.

We accept the terms and conditions of sale of International Trimmings and Labels SA (Pty) Ltd as set out above.

CUSTOMER NAME: \_\_\_\_\_

RESPONSIBLE PERSON (authorised to represent customer in agreeing to these conditions of sale):	NAME _____	SIGNATURE _____
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DATE: \_\_\_\_\_

