

THE DOOR GROUP CC

REG. No. CK2004/014410/23

VAT REG. NO 4020205631

TEL: (011) 918-4850

FAX: (011) 918-4924 / 0866706670

E-MAIL ADDRESS

Sales1@thedoorgroup.co.za

STANDARD TRADING TERMS

The conditions set forth herein shall apply to all contracts of sale entered into, or to be entered into, between:

THE DOOR GROUP

Hereinafter referred to as « the Company » and the purchaser designated at the foot hereof being any person, firm partnership, close corporation or company, hereinafter referred to as "the Buyer" purchasing goods from the company, to the exclusion of any other conditions imposed by the buyer unless agreed to by "the Company" in writing:

1 SALES

The goods forming the subject matter of the sale (hereinafter referred to as "the Goods" shall be sold at the prices ruling at the date of despatch from the warehouse of the Company in terms of the Company's price list current as at the date of despatch unless agreed to the contrary, in writing.

2 PAYMENT

The purchase price shall be paid direct to the Company at the address appearing on the invoice referred to in 2.1 hereunder, or at such other place as the Company may in writing direct:

- 2.1 Upon presentation of invoice (unless the invoice provides different terms of payment).
- 2.2 In South African currency.
Without deduction or set-off.

3 OVERDUE PAYMENTS

The whole or any portion of the purchase price unpaid on due date shall bear interest at 3% above the lowest prevailing commercial bank overdraft rate, calculated monthly in advance, per month or part thereof from the date of default until date of payment. The right to levy such interest will be without prejudice to the Company's rights to enforce payment on due date. The Buyers entitlement to any discount (trade, quantity or cash discount) as owed shall be conditional on payment being made in full without deduction on or before the due date of such payment.

4 DELIVERY

4.1 Any time or date for delivery specified by the Company or the Buyer in respect of any sale shall be approximate only.

4.2 Time shall not be of the essence of the contract.

4.3 If the Company cannot for any reason whatsoever effect delivery of any goods on the date stipulated by it or by the Buyer, the Buyer shall be obliged to take delivery as and when the Company can reasonably effect such delivery.

4.4 The Company undertakes to use its best endeavours to effect delivery on any date specified by it but no warranties of whatsoever nature or kind are given and the Company shall not be responsible for any damages of whatsoever nature, loss of profit and/or any consequential or indirect damages which the Buyer may suffer as a result of such late delivery.

4.5 Should the Buyer request the Company to withhold or postpone delivery and in the event of the Company agreeing thereto, then the Company shall be entitled to charge, and the Buyer undertakes to pay, storage charges to the Company at the then prevailing rates charged by the Company for such storage.

4.6 The risk in and to the Goods purchased shall pass to the Buyer upon delivery, which shall be deemed to have been effected.

4.6.1 Upon tender of the Goods for acceptance within normal business hours at the Buyer's place of business or such place nominated by the Buyer, or the seller's place of business if the buyer elects to collect the goods.

4.7 Notwithstanding anything previously contained, no carrier shall be obliged to enter the premises of the Buyer to enable off-loading to be effected, it being understood that should any such vehicle enter the Buyer's premises. It shall be deemed to the Buyer's premises at the buyer's specific instance and request, then and in that event the liability for damage or loss occasioned to the Buyer or any Third Party arising in any way from such entry or the exiting of such vehicle or from the off-loading thereof, or from any negligent act or omission of the Company and/or the Company's employees and/or the Company's agents during the course of entering, exiting or off-loading and the Buyer hereby indemnifies and holds the Company harmless against liability for such damage or loss.

4.8 In the event of the Company, for any reason whatsoever, not being able to effect delivery of all the Goods, the Company may, at its sole election, effect delivery of such of the Goods as it can deliver and the Buyer is obliged to accept delivery of such Goods and such partial delivery shall be deemed to be a sale for such listed quantity of Goods concluded in terms of these conditions.

4.9 Should the Buyer have any claim whatsoever arising out of the short delivery of the goods, the Buyer shall:

4.9.1 Notify the Company in writing within twenty four (24) hours of tender of possession where the Goods have been despatched by road: and

4.9.2 Notify the carrier in writing, on delivery of the Goods by endorsing the delivery note accordingly, where the Goods are despatched by road and where such carrier is the Company or its agent.

4.10 Unless the Buyer gives timeous notice of short delivery in terms of 4.9 above the Buyer shall be deemed to have received the Goods set out in the delivery note and relevant invoices.

4.11 The buyer undertakes that on demand of the Company, the Buyer will, within ten (10) days of such demand furnish and deliver to the Company copies of the Buyer's latest Income Statement, and Balance Sheet ("the Documents"). In the event of the Buyer failing to furnish and deliver the Documents to the Company, the Company shall, at its entire discretion, and entirely without prejudice to any of its other rights, suspend further delivery on outstanding orders until the Buyer has complied with the Company's demand in furnishing and delivering the Documents to the Company. Should the Buyer furnish and deliver the Documents to the Company, the Company may, in its sole discretion of all existing perused the Documents, suspend the execution of all existing orders placed by the Buyer and not as yet executed and/or refuse to accept any future orders which the Buyer may place.

4.12 No variation, addition to or cancellation of any of the terms of the contract at the instance of the Buyer shall be of any force and effect unless recorded in writing and signed by the Buyer and accepted in writing by the Company.

4.13 The Buyer agrees and undertakes forthwith to notify the Company of any material factor which could or might have a bearing on the credit facilities extended to the Buyer by the Company, and furthermore undertakes forthwith to notify the Company of any material change of, or concerning the Buyer, including any change of ownership, shareholding, status,

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name or address.

5 RESERVATION OF OWNERSHIP AND APPROPRIATION OF PAYMENTS

- 5.1 Notwithstanding anything hereinbefore or elsewhere contained ownership in and to the Goods shall be, and at all times, shall remain, vested in the Company until the Buyer has made payment in full of the purchase price. No latitude or extension of time shall in any way vitiate or novate the Company's right hereunder. In the event of any default by the Buyer, the Company shall, without prejudice to any other rights which it may have, and without notice, be entitled, on demand, to obtain return of the Goods in so far as payment for such Goods has not been made in full.
- 5.2 The Company shall be entitled, at its discretion, to appropriate any payments made towards the reduction of any indebtedness to it and any interest due in respect thereof prior to appropriation.

6 LIMITATION OF COMPANY'S LIABILITY

- 6.1 The Company does not give warranty against defects, be they patent or latent, nor does the Company give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the Goods or of their fitness for any purpose is, or could be deemed to be known to the Company, other than any warranty or guarantee that may have been expressly given in writing. The Company shall be deemed to be unaware of the particular purpose for which the Goods or any product made there from is required.
- 6.2 Before dealing in any manner with the Goods supplied against any order, the Buyer must satisfy itself that the Goods are suitable for the purpose for which they are to be used and or are free from any defects of whatsoever nature, and the Buyer hereby indemnifies the Company against any claim brought against the Company by any Third Party arising out of the unsuitability of the Goods for any particular purpose whatsoever.
- 6.3 The Company shall not be liable, under any circumstances whatsoever, for any loss or profit or other special damages arising out of any breach by it of any of its obligations under this contract or any act of negligence and or omission on the part of the Company and/or its employees or for any other reason, whether Ejusdem Generis with the foregoing or otherwise howsoever.
- 6.4 The onus shall be on the Buyer to satisfy itself that the Goods supplied are suitable for the purpose for which the same are to be used, there being no obligation whatsoever on the Company to guarantee such suitability.
The Door Group does not undertake or deemed to be liable for any site work such as the hanging of doors ,painting of doors and repair of goods on site .
The Buyer must ensure that the official that takes ownership of the goods by signing the delivery note has verified and checked the condition of the said goods and is satisfied as to its suitability .

7 GENERAL

- 7.1 No agreement, warranty, condition, representation, promises, statement or undertaking, whether made before or after a sale shall be binding on the Company unless contained herein or confirmed officially in writing under the Company's signature. No variation, amendment or alteration of these Conditions of Sale shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of the Company and the Buyer.
- 7.2 Wherever in these Conditions provision is made for the amendment or variation thereof between the Buyer and the Company, in writing, the onus shall be on the Buyer to establish that the representative of the Company, in entering into such variation or amendment to the terms hereof, was authorised to do so.
- 7.3 In the event of any order from the Buyer providing for delivery of the goods at various stages then each delivery shall be deemed to be a separate and divisible contract and the terms and conditions herein contained shall apply to each such delivery as if the same were the subject of an independent contract. No dispute arising from any such one delivery shall affect the balance of the contract between the Company and the Buyer arising from prior deliveries. The Company shall have the right to claim pro rata payment in respect of each consignment delivered to the Buyer.
- 7.4 The Buyer agrees that its signature or the signature of its employees or any person purporting to represent it on the official delivery note or waybill of the Company be sufficient proof of delivery of the goods from time to time.

8 COSTS

- 8.1 If the Buyer is in any way in breach and the Company engages the service of an attorney to collect the whole or any portion of the amount owing to it by the Buyer, the Buyer shall pay all costs occasioned as a result, including collection charges and costs on an attorney and own client scale.

9 DOMICILIUM CITANDI ET EXECUTANDI

- 9.1 The Buyer hereby elects, as its domicilium citandi et executandi, at which it will accept service of any process or notice:
.....
.....
- 9.2 The Company hereby elects, as its domicilium citandi et executandi, at which it will accept service at any process or notice:
PAUL SMIT STREET
ANDERBOLT
BOKSBURG
Reg. No.
- 9.3 Any notice required to be given by the one party to the other, shall be deemed to have been duly received :
- 9.3.1 If forwarded by prepaid registered post to the addressee's domicilium, four (4) business days after the date of despatch thereof :
- 9.3.2 If per telex, on the first business day following the date of despatch of such telex to the telegraphic address of the addressee :
- 9.3.3 If per facsimile despatch, on the date of the despatch of such facsimile despatch to the facsimile number of the addressee :
- 9.3.4 If delivered by hand, on the date of delivery to the addressee at its domicilium citandi et executandi.

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- 10 In terms of Section 45 of the Magistrate's Court Act 1944, the Buyer hereby consents to the jurisdiction in terms of Section 29 of the said Act as amended in respect of any action to be instituted against the Buyer by the Company in terms hereof or otherwise. It shall, nevertheless, be entirely within the discretion of the Company as to whether to process against the Buyer in such Magistrate's Court or any Court having jurisdiction.

Signed on behalf of the Customer	Signed on behalf of
DATED AT _____	DATED AT _____
THIS _____	THIS _____
DAY OF _____ 20 ____	DAY OF _____ 20 ____
For the Buyer	THE DOOR GROUP CC