

M and F

Business Furniture (PTY) LTD

STANDARD TERMS AND CONDITIONS

1. IN THESE CONDITIONS:

- 1.1 The company means M and F BUSINESS FURNITURE (PTY) LTD.
- 1.2 "The goods" means office and/or business furniture, as indicated on any company forms, price lists, quotations, orders or invoices.

2. PRICE

- 2.1 The price of the goods shall be the agreed price at the time of the sale of the goods which prices shall exclude VAT.
- 2.2 The prices shall include delivery and installation of the goods.
- 2.3 The company shall use its best endeavours to effect delivery and installation of the goods within five (5) working weeks of receipt of a written order.
- 2.4 The Company shall be entitled on notice to the customer to change the price of the goods.

3. PAYMENT

- 3.1 The customer shall pay 60% of the price of the goods, on acceptance of the quotation.
- 3.2 The balance of the price of the goods is to be made by the customer to the company on the date of delivery of the goods.
- 3.3 The amounts in 3.1 and 3.2 shall be made by the customer to the company without set off or deduction at the company's business premises or directly into the company's banking account. Should any payment not be paid by the customer to the company on due date then the whole amount in respect of all purchases by the customer shall become due, owing and payable with immediate effect, in which event the customer shall be liable to pay interest in respect of the unpaid amounts at the compound rate of 2% above the prime overdraft lending rate of the company's bankers, on all overdue amounts from due date until date of payment.
- 3.4 The company shall have the right to suspend deliveries if any amount due by the customer is unpaid.
- 3.5 If the customer refuses delivery of the goods the customer shall nevertheless be liable for the payments mentioned herein and for storage fees to store the goods.

4. ORDERS

- 4.1 Orders by the customer for the company's goods shall be made in writing.

5. DELIVERY

- 5.1 Delivery and passing of the risk in the goods shall be deemed to have taken place when the goods are collected by the customer from the company's premises, alternatively when the goods are delivered to the customer's premises.
- 5.2 The customer agrees that the signature of any employee or agent on the company's delivery note or invoice or on the delivery note or invoice of a carrier will constitute proof of proper delivery of the goods purchased.
- 5.3 The company shall have the right to suspend deliveries if any amount due by the customer is unpaid.
- 5.4 Whilst every effort will be made to despatch goods as advised, the company does not guarantee despatch on any specific date and shall not be liable for any damages for failure to effect delivery / despatch timeously for any reason beyond the company's reasonable control, including but not limited to, inability to secure transport, labour, power, materials, equipment or supplies or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other labour disputes, fire, flood, drought or legislation. The customer shall not be entitled to cancel any order by reason of such delay.
- 5.5 Short deliveries or goods damaged in transit must be reported to the company within 48 hours of receipt of the goods failing which it will be assumed that the goods have been delivered in good order.

6. OWNERSHIP AND RISK

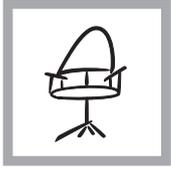
- 6.1 Notwithstanding that all risk in and to all goods sold by the company to the customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the company until the full purchase price has been paid.

7. BREACH

- 7.1 In the event of a breach being committed by the customer and/or in the event that the customer fails to pay any amount owing to the company on due date then without prejudice to its other rights at law the company shall be entitled:
 - (a) Either to cancel the agreement and reclaim possession of the goods; alternatively.
 - (b) To claim the full balance outstanding at that time.

PROUD TO PLEASE
SIYAZIQHENYA NGOKUTHOKOZISA
JOU TEVREDENHEID ONS TROTS

fishgroup.co.za



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STANDARD TERMS AND CONDITIONS - CONTINUED

8. LEGAL PROCEEDINGS

- 8.1 The company shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such Court.
- 8.2 A certificate issued and signed by any director or manager of the company, whose authority need not be proved, in respect of any indebtedness of the customer to the company or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be prima facie evidence of the customer's indebtedness to the company and prima facie evidence of such other fact and prima facie evidence of the delivery of the goods.
- 8.3 The customer's address as given in Section A, question 9 of the credit application form, shall be recognized as the customer's domicilium citandi et executandi ("domicilium") for all purposes in terms of agreement, whether in respect of the serving of any Court process, notices, the payment of any amount or communications of whatever nature.
- 8.4 In the event of the customer breaching any of its obligations and/or failing to timeously make payment of any amount to the company, the customer agrees to pay and shall be liable to pay all legal costs incurred by the company in enforcing its rights in terms of these terms and conditions on the attorney/own client scale including collection charges and tracing agent's fees.

9. WARRANTIES AND INDEMNITY

- 9.1 Guarantees are provided by the relevant manufacturers.

10. GENERAL

- 10.1 This contract represents the entire agreement between the company and the customer and shall govern all future contractual relationships between the company and the customer.
- 10.2 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the company. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the company to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of the company.
- 10.3 No relaxation or indulgence, which the company 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 company's rights in terms of any contract.
- 10.4 The customer shall not cede its rights nor assign its obligations.
- 10.5 The company shall at any time in its sole discretion be entitled to cede all or any of its rights in terms hereof.

11. DISCLOSURE OF PERSONAL INFORMATION

- 11.1 The customer hereby consents to and authorises the company at all times to furnish credit information concerning the customer's dealings with the company to a credit bureau and to any third party seeking a trade reference regarding the customer in his dealings with the company.

12. LIMITATION OF LIABILITY

Notwithstanding any provision of this agreement, neither the company, nor any of its employees, agents and/or contractors shall be liable to the customer for damages of any kind whatsoever including but not limited to any direct, indirect, incidental, consequential, special or punitive damages and damages for loss of profit (anticipated or actual), damages for loss of use, damages for downtime, damages for injury to persons, damages to property and/or damages or claims of third parties, regardless of the negligence of the company and/or its employees and/or agents and/or contractors and regardless of the form of action whether in contract, warranty, strict liability, vicarious liability and/or in delict.

13. SURETYSHIP

- 13.1 The party/s signing on behalf of the customer warrants that he/she is authorised to sign the document/s and binds himself/herself as surety and co-principal debtor(s) in solidum with the Customer for the due and punctual performance by the customer of all present and future obligations by the customer to and in favour of the company.
- 13.2 The Shareholders and/or Members and/or Directors and/or Partners of the customer bind themselves as surety and co-principal debtor(s) in solidum with the Customer for the due and punctual performance by the customer of all present and future obligations by the customer to and in favour of the company.

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