

## **STANDARD TRADING TERMS AND CONDITIONS OF SALE**

The following are the standard trading terms and conditions used by Fine Young Africans CC, which is hereinafter referred to as the COMPANY. The onus shall be on the Customer to obtain a copy of these terms and conditions of sale/service from the COMPANY and to read them.

1. All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the COMPANY is and shall be subject to the conditions hereinafter set out, and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the COMPANY and its Customer.
2. No agent or employee of the COMPANY has the COMPANY'S authority to alter or to vary these conditions either by an oral or written undertaking or promise given before or after receipt of these conditions, nor shall any act or omission of the COMPANY be construed as a variation or waiver of any of these conditions.
3. An acceptance of any quotation includes the following terms and conditions:
  - 3.1 The COMPANY reserves the right to revise quoted prices.
  - 3.2 The minimum order value stipulated in our quotations needs to be noted.
4. Prices are subject to change without notice, except when agreed in writing. The COMPANY reserves the right to invoice at the price ruling at the date of despatch.
5. Placing of an order indicates your full acceptance and agreement of the terms and conditions stated herein.
6. Once the Customer has received the Company's confirmation of order, the Customer is liable for the full value specified therein. Cancellations are not permitted once order has been placed with the COMPANY's overseas supplier.
7. The COMPANY will make every effort to adhere to proposed delivery dates, but cannot accept liability in case of non-delivery or delayed delivery. Goods quoted ex-stock are subject unsold.
8. All claims for damage or loss should be notified both to the COMPANY and the carrier within five days of receipt of the consignment. For non-delivery, notification to both the COMPANY and the carrier must be within ten days of receipt of our invoice or despatch advice. If you are claiming breakages you must retain for inspection the damaged packages and their contents.
9. The COMPANY must receive claims for shortages within three days of receipt of goods, otherwise they will not be considered. In the absence of any claims for loss, damage, shortages, non or partial delivery, short shelf-life, the goods shall be deemed to have been delivered in accordance with the contract.
10. The goods are sold on the strict understanding that the buyer is solely responsible for determining the suitability of the goods for the purpose he intends to put them.
- 11 The COMPANY must be notified in writing of any claims for faulty materials or workmanship. The COMPANY must be given reasonable opportunity to assess the buyer's claim before agreeing the claim proved. The return of the disputed merchandise is a pre-requisite of any claim for faulty workmanship. The COMPANY warrants that the goods supplied are for the use intended when used in the recommended manner. Any liability is limited to the price of the goods which may have been proved defective. The COMPANY is entitled to replace the goods in settlement of any agreed liability.
12. The return of goods is not permitted unless agreed by the COMPANY in writing.
13. Terms of payment are strictly nett thirty days for account holders otherwise pre-payment or COD.
14. Export Contract terms of payment will be agreed between the buyer and the COMPANY before despatch and will form part of the offer to the buyer when the COMPANY'S quotation is issued. The COMPANY reserves the right to charge interest at the maximum permissible rate on all overdue accounts.
15. The buyer is expected to take all necessary precautions during the handling, use and storage of the goods purchased, in accordance with all the information currently available. If the buyer has any doubts, he should immediately contact the COMPANY for clarification.
16. All materials of biological origin should be regarded as a possible biohazardous substance and treated with caution by suitably qualified personnel in accordance with the guidelines laid down by the appropriate authorities.
17. These conditions and all agreements made by the COMPANY with its Customers wherever made shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa, it is mutually agreed between the Customer and the COMPANY that any action arising out of this agreement may be instituted in any Magistrate's Court

having jurisdiction even though the cause of action may exceed the jurisdiction of the court. The Customer chooses domicilum citandi et executandi for all purposes under this agreement in respect of the giving of any notice, the serving of any court process or other documents or communications, the payment of any sum and for any other purpose arising out of this agreement at the physical address specified on the face of this credit application.

18. The COMPANY shall be under no liability whatsoever whether on grounds of breach of contract or negligence, in respect of any type of loss or damage however arising, whether in respect of or in connection with any goods or any instructions, business advice, information or services or otherwise, unless it is proved that the loss or damage was caused by the gross negligence of the COMPANY.

19. No act, omission, course of dealing, forbearance, delay or indulgence by the COMPANY in enforcing any of these conditions or any of its rights in terms thereof, or any granting of time by the COMPANY, shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of the waiver of the COMPANY'S rights hereunder, nor shall any waiver of a breach by a Customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The COMPANY shall at all times and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its Customers.