

TERMS AND CONDITIONS OF SALE

1. Definitions

1.1 In these conditions the words defined shall have the meanings assigned to them hereunder:

“the goods” all goods and services sold by the seller;

“the seller” Steinhoff Doors and Building Materials (Pty) Ltd (hereinafter referred to as “Steinbuild”), its subsidiaries, associated companies and entities;

“the purchaser” the person, partnership, firm, association, close corporation or company purchasing from the seller;

“the parties” the seller and the purchaser collectively.

1.2 headings and clauses shall be deemed to have been included for purposes of convenience only and shall not effect the interpretation of the agreement.

1.3 unless inconsistent with the context of the words relating to any gender shall include, the other gender, words relating to the singular shall include the plural and vice versa, and words relating to natural persons shall include associations of persons having corporate status of common law.

2. Application of Conditions

All and any business undertaken by the seller 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 seller and purchaser.

3. Reservation of Ownership

3.1 The parties agree that this contract is subject to the express condition that ownership in goods shall remain vested in the seller until such as the purchase price is paid in full, whereupon ownership shall then pass to the purchaser.

3.2 Notwithstanding the reservation of ownership as aforesaid, all risk shall pass to the purchaser upon delivery of articles to the purchaser or his agent, by rail or to any other carrier for despatch to the purchaser, at which time the seller’s responsibility will cease and the articles will be deemed to have been delivered to the purchaser.

3.3 Upon signing acceptance of the goods, the purchaser will be deemed to have accepted same and no short/ non-delivery or other claim will be entertained after 48 (forty eight) hours of delivery.

3.4 The supplier accepts no responsibility for any loss, damage or shortages after delivery of the goods to a contractor or authorized representative of the purchaser.

3.5 Until the purchaser has paid the amount due by him to the seller in full, the purchaser hereby appoints the seller as his agent in rem suam in so far as the same may be necessary for the seller to effect return of the goods.

4. Breach

4.1 Should the purchaser breach any of these Conditions of Sale, the seller shall in its election and without prejudice to any rights which the seller may in law have the right to:

4.1.1 cancel the contract without prior notice to the purchaser;

4.1.2 remove and repossess all the goods and recover the damages which the seller may have suffered consequent upon such cancellation;

4.1.3 abide by the contract and claim from the purchaser payment of the purchase price then outstanding which amount shall immediately become due and payable.

5. Limitation of Liability

Save as set out in the Consumer Protection Act (No. 68 Of 2008), as amended, neither the seller nor any of its officers, members or agents shall be liable for any loss or damage, whether direct or indirect consequential, or otherwise suffered by the purchaser arising from any cause in connection with the supply of the goods.

6. Alteration or Waiver of Conditions

6.1 No agent or employee of the seller, other than a director thereof, has the seller’s authority to alter or vary these conditions.

6.2 No agreement varying, adding to, deleting from or canceling any of these conditions, and no waiver of any rights under these conditions shall be effective unless reduced to writing and signed by both parties. No representations other than those included in this contract shall be of any force or effect unless reduced to writing and signed by both parties.

6.3 Once goods have been ordered by the purchaser such order cannot be varied or cancelled in any manner whatsoever, other than in writing and signed by both the purchaser and seller.

7. Miscellaneous

7.1 The proposed delivery date of goods shall not constitute a material term of this contract and any failure by the seller to adhere to such date shall not entitle the purchaser to cancel this contract nor relieve him from his obligation hereunder.

7.2 The purchaser shall be obliged to notify the seller in writing within 7 (seven) days of receipt of the products, of any defects or any other fault relating to the goods and in the absence of such timeous written notification to the seller be deemed to have been have acknowledged that the goods were received in good order and condition and to the purchaser’s satisfaction.

7.3 Seller’s liability in respect of any article or goods delivered which is proved to be defective shall be limited to either replacing such article, or at the purchaser’s election, refunding the purchase price paid to the seller.

7.4 In the event of any amount payable by the purchaser not being paid in full on or before the due date then the total amount owing in terms of this contract shall immediately become due and payable. The seller shall be entitled to charge interest in respect of any overdue amounts at the maximum rate permissible from time to time as set forth in the National Credit Act (No. 34 of 2005), as amended, or any other applicable legislation.

7.5 Goods returned must comply with Steinbuild’s current returns policy.

7.6 Payment of the purchase price or any part thereof by the purchaser to the seller may not be withheld pending the settlement of any claims or disputes.

7.7 No extension of time or other relaxation or indulgence which the seller may grant to the purchaser shall in any way prejudice any of the seller’s rights hereunder and more particularly, and without derogating from the generality of the foregoing, no act of the seller in accepting an installment after due date or in accepting a lesser sum than the amount due, shall operate as or be deemed to be a waiver by the seller of any of its rights hereunder or a novation of any of the terms or conditions of this sale.

7.8 The purchase price is payable to the seller in South African currency at the seller’s premises and any bank charges or variation in the rate of exchange shall be borne by the purchaser. Unless otherwise stated in writing by the seller, payment shall be made on delivery of the articles/goods supplied.

7.9 In the event of the seller deciding to institute legal action for the enforcement of any of its rights against the purchaser, it shall be entitled to do so in the Magistrate’s Court which would, but for the amount of the claim, have jurisdiction.

7.10 The purchaser shall pay all legal costs incurred by the seller on an attorney own client scale in taking any legal action against the purchaser for the enforcement of any of its rights.

7.11 The purchaser hereby chooses domicilium citandi et executandi for all purposes incidental to or arising out of this contract, including the service of summons, at the address of the purchaser given on the order form.

