

## TERMS AND CONDITIONS OF SALE AND INSTALLATION

### 1. ENTIRE CONTRACT:

Any order resulting here from shall be subject to the conditions herein unless varied by Krazi Door (Pty) Ltd (The "SELLER") in writing, and these conditions will apply to the exclusion of any terms, conditions or stipulations contained in any of the PURCHASER'S documentation.

### 2. PRICE AND DISCOUNTS:

The goods are sold by The SELLER to the PURCHASER at the price quoted in The SELLER's quotation (the "CONTRACT PRICE"). The CONTRACT PRICE is inclusive of VAT. The CONTRACT PRICE shall remain firm for acceptance for a period of 14 days where after The SELLER reserves the right to increase same. The SELLER may allow discounts alternatively rebates as specifically agreed upon provided that such discounts or rebates shall not be allowed on any goods where payment for same is overdue.

### 3. PAYMENT / INCREASE / CREDIT FACILITIES:

Unless otherwise agreed in writing, payment of the CONTRACT PRICE shall be made; 1. Deposit of 75% upon acceptance of the quote 2. Balance of 25%, twenty-four hours before commencement of installation or collection of the goods, whichever is applicable. Should any due amount not be paid upon due date, the PURCHASER shall be liable for interest at prime overdraft interest rate plus 2 % per annum from due date to date of payment. Interest shall be calculated and paid monthly in advance provided that if interest is not paid as aforesaid, the interest shall be added to the principal sum and the whole amount shall form the principal debt which shall bear interest as aforesaid. The PURCHASER shall not be entitled to withhold payment of any monies due to the SELLER, in terms of this contract in the event of a dispute arising between the parties. Credit facilities may be withdrawn by the Creditor without prior notice and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times.

### 4. FINANCE OPTION:

Krazi door through Fever tree Finance offer to Clients in their personal capacity the option of financing their purchase. No discounts will be entertained on the financing option as well as no special promotions that are being run by Krazi door. If PURCHASER cancels the order post financing has been acquired, and prior to production has taken place. The financed amount will be refunded less 8% of full purchase price for fees incurred. No refund will be allowed if products have been manufactured as well as no refund will be allowed if special raw material has been procured for your specific PURCHASE.

### 5. SURETYSHIP:

The signatory hereto binds himself as surety and co-principal debtor in solidum with the PURCHASER in favor of The SELLER for the due payment of all amounts which may at any time be payable by the PURCHASER to The SELLER form any cause of action whatsoever and whether acquired by The SELLER by way of cession or otherwise. The further waives those benefits of exclusion and division and of the legal exceptions non numeratae pecuniac and non causa bebiti and acknowledges himself to the fully acquainted with the meanings of these terms. The terms and conditions of this application shall apply Mutates Mutandis to this suretyship. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the PURCHASER'S indebtedness to The SELLER. It may not be withdrawn, revoked or cancelled by the PURCHASER without The SELLER prior written consent. Any consensual cancellation or withdrawal of this suretyship by the PURCHASER and The SELLER shall only be valid and effective if reduced to writing and signed by both parties thereto. Any admission of liability by the PURCHASER shall be binding upon the surety.

### 6. DELIVERY AND INSTALLATION:

Time shall be the essence of the contract. The PURCHASER acknowledges that the time not of the delivery is dependent on the availability of goods/material. Any delivery/installation date stipulated for is approximate only. The SELLER shall not be bound by that date but will make reasonable efforts to deliver/install the goods by that date. If no delivery/installation date is stipulated then The SELLER will deliver/install the goods as soon as it can convenient to do so. Under no circumstances shall the PURCHASER be entitled to withdraw from or terminate the contract on account of any delay in delivery or have claim of any nature whatsoever against The SELLER arising from late delivery. Any electrical power required for the installation of the goods shall be provided by the PURCHASER to The SELLER on request therefore and free of charge. The SELLER shall in no way be liable in the event that the electrical power installation relating to the goods, does not conform with Municipal Regulations. If whilst installing the goods, The SELLER in its sole and absolute discretion considers that the structure in question or any portion thereof is not suitable for such installation whether by reason of inferior timber, plaster or brickwork or for any reason whatsoever, The SELLER may call upon the PURCHASER to remedy the position at the latter's sole cost and expense. In the event of goods being (a) railed or transported by a third party to a destination, or (b) delivered by The SELLER to site, then delivery shall be deemed to have taken place in the case of (a) at the railway station or place of origin of sending and in the case of (b) at the destination site.

### 7. RISK AND OWNERSHIP:

Ownership in the goods sold and delivered to the PURCHASER on account shall pass to the PURCHASER only when all amounts due by the PURCHASER to The SELLER has been paid, notwithstanding delivery of the goods to the PURCHASER and notwithstanding the fact that the goods have been installed in any building or structures. Risk in and to the goods shall however pass to the PURCHASER on delivery. In the event of a cash sale be concluded between The SELLER and the PURCHASER, and in the event of payment not being made as required, then in such event. The SELLER shall be entitled, without prejudice to any other rights and remedies available to it in law, to remove the goods within ten (10) days from the date of delivery.

The PURCHASER agrees and acknowledges that in the event of:-

The PURCHASER breaching any condition contained in these conditions,

The PURCHASER failing to pay any amount due and payable on due date,

The PURCHASER suffering any civil judgement to be taken or entered against it,

The PURCHASER causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936 as amended,

The PURCHASER passing away,

The PURCHASER'S estate being placed under any order of provisional of final sequestration,

provisional or final winding up, or provisional or final judicial management, as the case may:

Then The SELLER shall, without detracting from any other remedies which may be available to

be entitled to summarily cancel the sale of the goods to the PURCHASER without notice to the

PURCHASER, and to rely on the provision of Clause 6 and to re-possess those goods sold and

delivered by The SELLER to the PURCHASER, or to claim specific performance of all of the

PURCHASER'S obligations whether or not such obligations would otherwise then have fallen

due for performance, in either event without prejudice to The SELLER's right to claim damages.

Should the PURCHASER fail and/or refuse to take delivery of goods when delivery thereof has

been tendered by the SELLER, then:

The risk of the said goods shall immediately pass to the PURCHASER;

The PURCHASER shall be liable for the reasonable storage costs of such goods;

The SELLER shall not be liable to the PURCHASER for any damages, which may be caused to any premises by reason of the removal and/or repossession of the goods by The SELLER as aforesaid.

### 8. GUARANTEE:

8.1 The SELLER guarantees that all goods supplied by it, if ordered by description and/or specification, shall correspond to that description and/or specification.

8.2 The SELLER shall, subject to these terms and conditions, and for a period of 12 months calculated from the date of installation, rectify and defects in the installation where such defect is due to faulty workmanship on its part or defective materials, on receipt of written notice to this effect.

The guarantees referred to in 7.1 and 7.2 above shall be of no force and effect in the event that: The PURCHASER has failed to make timeous payment for the goods supplied and services rendered: or

The installation or the goods themselves have been worked on or in any way tampered with by any person or persons other than The SELLER or its duly authorized agents;

The following items are expressly excluded from the guarantees referred to in 7.1 and 7.2 above; Damage to or the malfunction of automatic operators supplied by The SELLER as a result of the mechanical failure or otherwise of existing mechanism/s not supplied by the SELLER; the warping, shrinking or swelling of timber products; transmitter batteries, 12V wet cell batteries or globes for courtesy lights supplied with radio-controlled door and automatic gate equipment. No representations or warranties made by the SELLER, it's agents or employees to the PURCHASER shall be binding on The SELLER unless reduced to writing and signed by the PURCHASER and a duly authorized Director of the SELLER.

### 9. LIMITATION OF LIABILITY:

Neither The SELLER nor any of its officers, employees, agents or distributors shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise suffered by the PURCHASER, his family, employees, contractors and invitees arising from any cause in connection with the delivery and installation of the goods (including without limitation, any act, omission, neglect or default on the part of The SELLER's employees) whether such loss or damage results from breach of contract, delict negligence, late delivery, loss of profit or any other cause without limitation;

The SELLER shall take every care during the carrying out of the installation but shall not be liable for incidental redecoration consequent upon the execution of the work.

### 10. BREACH:

Should the PURCHASER breach any of these terms and condition, The SELLER shall, at its election and without prejudice to any other rights which it may have in law, have the right to:

Cancel the contract forthwith, without notice to the PURCHASER, remove and repossess the goods and recover all damages which The SELLER may have suffered consequent upon such cancellation; or

Abide by the contract and recover from the PURCHASER payment of the balance of the CONTRACT PRICE then outstanding, which shall immediately become due and payable.

### 11. JURISDICTION OF THE MAGISTRATES' COURT:

The PURCHASER consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1994, as amended, having jurisdiction under Section 28 of the said Act, notwithstanding that the claim exceeds the normal jurisdiction of the Magistrates' Court. The PURCHASER shall, in its discretion, be entitled to proceed against the PURCHASER in any other Court of competent jurisdiction, notwithstanding the afore going.

### 12. ATTORNEY AND OWN CLIENT COSTS:

The PURCHASER shall pay all the legal costs incurred by The SELLER on an attorney and own client basis, including collection commission and tracing agent's fees, should The SELLER take any legal action against the PURCHASER for the enforcement of any of its rights.

### 13. DOMICILIUM CITANDI ET EXECUTANDI:

The PURCHASER nominates as it's domicilium citandi et executandi the address reflected on the face hereof under the heading registered office/business physical address, and the surety nominates as his domicilium citandi et executandi the address reflected on the face hereof alongside his name, for service upon them of all notices and processes in connection with any claim for any sum due to the SELLER.

### 14. GENERAL:

No contract shall be concluded between The SELLER and the PURCHASER unless same is reduced to writing on The SELLER's official stationery, made subject to these terms and conditions and signed by a duly authorized representative of the SELLER. No relaxation or indulgence granted to the PURCHASER by the SELLER, at any time, shall be deemed to be a waiver of any of The SELLER's rights in terms hereof, and such relaxation or indulgence shall not be deemed as a novation of any of the terms and conditions set out herein, or create any estoppel against the SELLER. The PURCHASER shall be liable for and undertakes to pay the stamp duty applicable to this deed. A certificate under the hand of any director or manager of The SELLER as to the existence and the amount of the PURCHASER'S indebtedness and/or the Surety's indebtedness to The SELLER at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the PURCHASER'S indebtedness to The SELLER shall be prima facie proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgement or any other proceedings of whatsoever nature against the PURCHASER and/or Surety in any competent court and shall be valid as a liquid document for such purpose. In these conditions, words importing one gender shall include the other gender, and words importing the singular, shall include the plural (and vice versa).