

TERMS AND CONDITIONS

1. These terms and conditions shall apply to all goods sold by St Leger & Viney (Pty) Ltd (St LV) to a purchaser, irrespective of whether an order placed by the Purchaser and accepted by St LV was oral or written.
 2. **PRICES**
Prices of the goods will be the prices reflected on St LV's current Price List or, as contained in a written quote furnished by St LV to the Purchaser plus all applicable taxes, shipping and handling charges. St LV may unilaterally and, without notice, change the prices. All orders placed by the Purchaser and accepted by St LV whether oral or written are invoiced by St LV at the price in effect at the date of the invoice rendered by St LV to the Purchaser.
 3. **INDENT ORDERS:**
 - 3.1 All indent orders:
 - 3.1.1 must be placed by the Purchaser in writing and accepted by St LV in writing;
 - 3.1.2 shall, once accepted by St LV in writing, be irrevocable and may not under any circumstances, be cancelled by the Purchaser.
 - 3.2 In the event of a Purchaser canceling an indent order which indent order has been secured by a deposit, St LV shall be entitled to retain the deposit paid by the Purchaser, as a penalty.
 - 3.3 St LV has the right to waive the penalty referred to in paragraph 3.2 and institute an action for damages against the Purchaser for breach of contract.
 4. **OTHER ORDERS**
 - 4.1 All other orders placed by the Purchaser and accepted by St LV, orally or in writing, may only be cancelled by the Purchaser, prior to cutting.
 - 4.2 In the event of the Purchaser canceling an order, the Purchaser is liable for a handling fee of 25% of the invoiced value of the order and, any additional charges which may be applicable.
 - 4.3 In the event of the Purchaser canceling an order in respect of fabric which has been cut and which fabric is less than 5 metres, the Purchaser shall be liable for the full invoice value of the cut fabric.
 - 4.4 In the event of the Purchaser returning fabric within seven (7) days of receipt of such fabric and, which fabric is greater than 5 metres, the Purchaser shall be liable for a handling fee of 25% of the invoiced value of the returned fabric.
 5. **DELIVERY OF GOODS**
 - 5.1 The Purchaser shall, within 7 (seven) days of delivery of the goods to the Purchaser or to the Purchaser's agent, advise St LV in writing, of all short delivery of goods failing which, no claim for any shortages shall be accepted by St LV.
 - 5.2 St LV shall use every endeavour to dispatch goods with due promptitude or within the estimated delivery dates indicated by St LV, but St LV shall not, in any circumstances, be liable for loss or damage caused by non-delivery or late delivery of goods.
 - 5.3 The Purchaser agrees that the signature of any employee or agent of the Purchaser on St LV's official delivery note, invoice, waybill or the delivery note of any authorized independent carrier will constitute delivery of goods purchased.
 6. **PAYMENT**
 - 6.1 St LV's terms are cash on delivery unless a specific agreement has been concluded with an approved Purchaser for extended credit in which event, accounts for all goods dispatched to an approved Purchaser during any month shall be due and payable on or before the end of the following month which shall be deemed to be the due date for payment.
 - 6.2 Purchasers shall not, under any circumstances, for any reason whatsoever be entitled to deduct any amount from or against amounts due as indicated in the account rendered by ST LV to Purchasers, unless specifically agreed to in writing by St LV.
 - 6.3 In the event of non-payment of any amount owing by the Purchaser, by the due date thereof:
 - 6.3.1 settlement discount (if any) reflected on the account of St LV shall be disallowed;
 - 6.3.2 all amounts owing by the Purchaser to St LV shall immediately become due, owing and payable by the Purchaser, notwithstanding that but for such default, the same would not otherwise have been due for payment;
 - 6.3.3 All amounts owing by the Purchaser to St LV shall bear interest, at the date of default, at the publicly quoted prime overdraft rate of Standard Bank of South Africa Limited, from time to time, plus five percent (5%)
 7. **WARRANTY**
St LV gives no warranty, express or implied, in respect of goods, workmanship or fitness of material for any particular purpose, whether such purpose be known to St LV or not, even if St LV's advice regarding such specifications and/or requirements were solicited and/or obtained. In the event of goods proving not to be in accordance with the aforesaid specifications or requirements, St LV shall not be responsible for consequential damages (loss of purchases, profit or any direct or consequential loss or damages) or charges which may arise therefrom.
 8. **OWNERSHIP AND RISK OF LOSS**
 - 8.1 All goods are shipped from St LV's warehouse in Johannesburg unless otherwise is agreed in writing between the parties.
 - 8.2 Ownership of the goods shall remain with St LV, until St LV has been paid in full therefore.
 - 8.3 Risk of loss or damage shall pass to the Purchaser at the time when the goods leave the premises of St LV's unless the agents of St LV's are responsible for delivery, in which case, risk shall pass on delivery of goods.
 - 8.4 Should the Purchaser appoint its own representative or agent to effect delivery of the goods the Purchaser assumes all risk and/or responsibility for delivery. The Purchaser shall have no claim against St LV who shall not be bound by any terms and conditions contained in such contract of delivery. The Purchaser indemnifies St LV against all claims of whatsoever nature arising out of such contacts.
 9. **SUSPENSION OF DELIVERY AND/OR CANCELLATION**
 - 9.1 St LV may, in its sole discretion suspend deliveries or cancel the contract, in whole or in part, if the Purchaser:
 - 9.1.1 commits a breach of any of the terms or conditions of the contract; or
 - 9.1.2 being an individual, dies or is provisionally or finally sequestered or surrenders his estate; or
 - 9.1.3 being a partnership, the partnership is terminated; or
 - 9.1.4 being a company, is placed under a provisional or a final order of liquidation or judicial management;
 - 9.1.5 compromises or attempts to compromise generally with the Purchaser's creditors; or
 - 9.1.6 for any reason whatsoever St LV is prevented in whole or in part, from performing its obligation under this contract.
 10. **GENERAL**
 - 10.1 No alteration or variation of these terms and conditions shall be of any force and effect unless expressly agreed to in writing and signed by an authorised representative of St LV.
 - 10.2 In the event of action being instituted against the Purchaser by St LV, the Purchaser agrees to pay St LV's legal costs on an attorney and own client scale, which costs, shall include tracing fees and collection commissions payable in terms of law.
 - 10.3 No indulgence extended by the St LV to the Purchaser shall constitute a waiver by St LV of its rights and shall be strictly construed as applying solely to that circumstance in which the indulgence was granted.
 - 10.4 A certificate issued under the hand of a Director of St LV, whose appointment and authority it shall not be necessary to prove, shall be: *prima facie* evidence of the amount owing by the Purchaser to St LV and the interest rate applicable to any amount owing by the Purchaser in terms hereof.
 - 10.5 The Purchaser agrees to notify St LV in writing within seven (7) days of change of ownership of the Purchaser's business or, should the Purchaser be a company, any share transaction resulting in a change in the majority shareholding of the Purchaser.
 11. **JURISDICTION**
 - 11.1 Should the Purchaser breach any terms of this agreement, St LV will be entitled in its sole discretion to institute action against the Purchaser in the Magistrates Court having jurisdiction and the Purchaser hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended, notwithstanding the fact that the amount claimed otherwise exceeds the jurisdiction of that court.
 - 11.2 Notwithstanding the foregoing, St LV shall not be obliged to institute action against the Purchaser in the Magistrate's Court and the Purchaser hereby submits to the jurisdiction of the High Court of South Africa in respect of any action instituted against the Purchaser by St LV.
- _____
- SIGNED BY PURCHASER
OR DULY AUTHORISED REPRESENTATIVE
OF PURCHASER
- _____
- DATE
- _____
- PLACE